



INVITATION FOR BIDS (IFB)

Date: July 15, 2016

IFB NUMBER: 0715-16-TSJ

IFB SUBJECT: T- SHIRTS AND JERSEYS

SEALED BIDS

TO BE SUBMITTED ONLY TO:

Purchasing Office / City Of Falls Church
300 Park Avenue, Rm 300 East
Falls Church, Virginia 22046 / Phone (703) 248-5007

SEALED BIDS DUE DATE AND TIME: **by no later than July 29, 2016 @ 11:00:00 A.M.**
prevailing local time (Purchasing Office clock)

Bids must be presented for time and date validation **ONLY to the City of Falls Church Purchasing Office.**

All inquiries should be made in writing and forwarded to the City's Purchasing Agent, via email to jwise@fallschurchva.gov with copy to fsmith@fallschurchva.gov by no later than five (5) business days prior to the Bid due date (**July 22, 2016; by 3:00 PM**).

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THIS PAGE AND REQUIRED ATTACHMENT(S) MUST BE SIGNED AND RETURNED WITH BID

In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the bid is accepted, to furnish items or services for which prices are quoted, at the price set opposite each item, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by the City of Falls Church the items or services offered and accompanying attachments shall constitute a contract.

Please type or legibly print all information.

LEGAL NAME & ADDRESS OF FIRM:

Company's Legal Name

By: _____
Authorized Representative - Signature in Ink

Street Address (not PO Box)

Name: _____

Title: _____

Zip: _____ Date _____

Phone: _____ Email: _____

FAX: _____ VA SCC Business Registration # _____
See Attachment D Proof of Authority To Transact Business In VA"

Bid Package DOES NOT contain proprietary /confidential information or such information is appropriately marked. ☐ Yes If not, explain: _____

By signing this bid, Bidder certifies, acknowledges, understands, and agrees to be bound by the provisions and conditions set forth in this IFB including the Standard Provisions, Instructions to Bidders any covenants and/or certification set forth herein.

The City of Falls Church is committed to the letter and spirit of the Americans with Disabilities Act. This document will be made available in alternate format upon request. Call 703 248-5007, (TTY 711).

The City of Falls Church does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against any Bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

**IFB # 0715-16-TSJ
T-SHIRTS AND JERSEYS**

<u>SECTION</u>	<u>PAGE</u>
I. SUBJECT -----	4
II. GENERAL -----	4
III. COMPETITION INTENDED -----	5
IV. ELIGIBILITY -----	5
V. PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA -----	6
VI. RIGHTS OF THE CITY -----	6
VII. PRODUCT DISPLAY & EXAMINATION -----	7
VIII. PURPOSE AND BACKGROUND -----	7
IX. CONTRACT PERIOD AND RENEWAL OPTIONS -----	7
X. SCOPE OF WORK & REQUIREMENTS -----	8
XI. PRICES AND PRICE ADJUSTMENTS -----	12
XII. PROMPT PAYMENT DISCOUNT -----	13
XIII. SUBCONTRACTORS -----	13
XIV. TRADE SECRETS OR PROPRIETARY INFORMATION -----	14
XV. DEBARMENT STATUS -----	14
XVI. AMBIGUITY, CONFLICT OR OTHER ERRORS IN THE IFB -----	15
XVII. CONTRACT DOCUMENTS -----	15
XVIII. BID PREPARATION -----	15
XIX. BID SUBMISSION COVENANTS -----	15
XX. BID SUBMISSION REQUIREMENTS -----	18
XXI. PUBLIC BID OPENING -----	20
XXII. BID EVALUATION/CONTRACT AWARD -----	20
XXIII. BID MODIFICATION/WITHDRAWAL -----	22
XXIV. NOTICE/ACCEPTANCE AGREEMENT -----	23
XXV. PROTEST OF AWARD OR DECISION TO AWARD -----	23
XXVI. NOTICE OF AWARD -----	23
XXVII. COOPERATIVE PROCUREMENT -----	23
XXVIII. TAX EXEMPTION -----	23
XXIX. ANTI-DISCRIMINATION -----	24
XXX. LICENSES/VA CONTRACTORS -----	24
XXXI. ORDER OF PRECEDENCE -----	24
XXXII. STANDARD PROVISIONS -----	24
XXXIII. GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS -----	39

ATTACHMENT A - BID SHEET / PRICE SCHEDULE	-----45
ATTACHMENT B - COMPANY INFORMATION	-----52
ATTACHMENT C - COMPANY REFERENCES & CURRENT PROJECTS	-----53
ATTACHMENT D - PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VA	-----55
ATTACHMENT E – BID SUBMISSION CHECKLIST	-----56

BID SUBMISSION CHECKLIST *Recommended for use by Bidders*

I. SUBJECT

The City of Falls Church ("City") is soliciting bids from qualified firms to establish an Indefinite Delivery/Indefinite Quantity Contract to provide Silk Screened T-Shirts and Jerseys for various City athletic programs and events in accordance with the requirements and specifications contained herein as is further described herein.

As used herein the term "products" shall also mean, services, goods, materials, supplies and/or other tangible deliverables. In addition, the term "Contractor" shall mean the successful Bidder awarded a contract by the City and "the contract" shall mean the resultant contract awarded and incorporating this solicitation.

II. GENERAL

A. ACCESS TO IFB: This IFB and any addenda are available on the City of Falls Church's ("City's") website: www.fallschurchva.gov/Bids. This solicitation and any associated addenda may also be published through eVA, the Commonwealth of Virginia's electronic procurement portal for registered suppliers (<http://eva.virginia.gov>).

B. Bidders should note that changes to the IFB, in the form of addenda, are often issued between the issue date and within three (3) days before the closing of the IFB. **Bidders are solely responsible for checking the Website to insure that they have the most current information regarding the IFB.**

All addenda will become part of any resulting contract and must be signed and submitted with your bid.

C. All questions pertaining to this solicitation must be in writing and received by no later than 3:00 PM, five (5) business days prior to the IFB closing date. All questions shall be directed only to:

James R. Wise, Purchasing Agent
The City of Falls Church
300 Park Ave, Falls Church, VA 22046
jwise@fallschurchva.gov / Phone: 703.248.5007
with a copy to fsmith@fallschurchva.gov

No inquiries, if received by the Purchasing Agent within five (5) days of the date set for the opening of bids, will be given any consideration. Any material question or interpretation of a requirement or specification, as determined by the Purchasing Agent, will be expressed in the form of an addendum which will be posted on the City's website (www.fallschurchva.gov/Bids) no later than three (3) days before the date set for receipt of bids. If utilized for the initial IFB release, addenda will also be published through eVA (the Commonwealth of Virginia's e-procurement portal for registered suppliers).

Oral answers will not be authoritative.

D. The City is not liable for any costs incurred by any Bidder in connection with this IFB or any response by any Bidder to this IFB. The expenses incurred by Bidder in the preparation, submission, and presentation of the bid are the sole responsibility of the Bidder and may not be charged to the City.

E. ACCEPTANCE OF BIDS - BINDING 90 DAYS: All bids submitted shall be binding for ninety (90) calendar days following solicitation opening date, unless extended by mutual consent of all parties.

F. CONTACT RESTRICTED: No Bidder shall initiate or otherwise have contact with any City representative or employee, other than the Purchasing Agent or Purchasing Agent's designee concerning or related to this IFB, after the date of this solicitation's release and before award or cancellation of this IFB except with the foreknowledge and permission of the Purchasing Agent or his/her representative. Any contact in contradiction to this

requirement is prohibited and may cause the disqualification of the Bidder from this procurement process.

- G. INFORMATION RESTRICTED: All requests to or from a Bidder, potential Bidder or other third party regarding information about this Solicitation, including its interpretation, progress, and/or award status should be referred directly to the City's Purchasing Agent or designee. Failure to comply with this requirement may be cause for a Bidder's disqualification. This restriction does not apply to reasonable and necessary communications with existing or potential subcontractors or partners for the sole purpose of a Bidder's Bid Package development under this Solicitation.
- H. This solicitation is being conducted in accordance with the guidelines of the Competitive Sealed Bidding method of contractor selection per the Virginia Public Procurement Act (VPPA) which is incorporated herein by reference.

III. COMPETITION INTENDED

- A. It is the City's intent that this Invitation for Bids (IFB) permits competition. It shall be the Bidder's responsibility to advise the City's Purchasing Agent, in writing, if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such written notification must be received by the Purchasing Agent no later than ten (10) days prior to the date set for the bids to be received. Any such notification shall be sent to the City's Purchasing Agent's email address: jwise@fallschurchva.gov with a copy to fsmith@fallschurchva.gov. Confirmation of email receipt shall be the responsibility of the notifying Bidder.
- B. Nothing herein is intended to exclude any responsible Bidder or in any way restrain or restrict competition. All qualified Bidders are encouraged to submit bids.

IV. ELIGIBILITY

- A. The following are minimum requirements for bid submission:
 - 1. The Bidder must submit its Virginia State Corporation Commission ("SCC") registration number or justification for exemption. See Section below entitled "Proof of Authority to Transact Business in Virginia."
 - 2. The Bidder must be currently licensed in accordance with any specific requirements of this solicitation and the Code of Virginia (Licensed Engineer, Contractor's license, etc.).

It is the Contractor's sole responsibility to have knowledge of the applicable licenses(s), if any, associated with this solicitation's scope of work. Any applicable license shall be maintained during the term of any resultant contract.
- B. Any person or firm, or agent of any person or firm, currently suspended or debarred from participation in City procurement, conducting business or submitting bids on contracts by any other local government or agency of the Commonwealth of Virginia, or the Federal Government is not eligible for contract award under this solicitation.
- C. Any current debarment (Federal, state or local jurisdiction) must be disclosed on the Company Information Form attached to this solicitation.
- D. The Contractor represents and warrants:
 - 1. Contractor is financially solvent and experienced in and competent to perform the type of work.
 - 2. Contractor is familiar with all Federal, State, municipal and department laws, ordinances and regulations, which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part.

3. That such temporary and permanent work required by the Contractor can be satisfactorily constructed and used for the purpose of which it is intended and that such construction will not injure any person, or damage any property.

V. PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

- A. State Corporation Commission (SCC) registration requirements effective July 1, 2010 require that your bid/proposal include the identification number issued by the State Corporation Commission as proof of registration or justification for non-registration, per the requirements in this section. **Please complete the Proof of Authority to Transact Business in Virginia form (Attachment D) at the end of this solicitation and submit it with your bid. Failure to provide this information or providing inaccurate or purged information may result in your bid/proposal being rejected.**
- B. A firm organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid the identification number issued to it by the Virginia State Corporation Commission (SCC). The Bidder's SCC ID number shall be provided on the cover sheet of this solicitation on the line entitled "VA SCC Business Registration #" and included on Attachment D.
- C. Any Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid a signed statement attached to the Cover Sheet of this IFB, describing why the Bidder is not required to be so authorized under Title 13.1 or Title 59 of the Code of Virginia. Any Bidder described herein that fails to provide the required information or for whom such signed exception is not considered valid by the City, shall not receive an award unless a waiver is granted, in writing, by the City Manager.
- D. The identification number issued by the VA SCC IS NOT the same as a firm's Tax ID Number (TIN).

VI. RIGHTS OF THE CITY

- A. Among the indisputable rights of the City specified herein, the City, at its sole discretion may:
 1. Cancel, withdraw or re-advertise this IFB; accept or reject all or any part of bids; and/or waive minor technicalities/informalities.
 2. Award a contract to multiple bidders by individual items, in the aggregate, or in combination thereof whenever any such actions are in the best interests of the City.
 3. Issue Invitation for Bids for similar goods/services and other projects as the need may occur; issue Purchase Orders and/or expand or otherwise modify existing Purchase Orders for goods/services similar to that being bid hereunder, in consideration of the City's knowledge and/or evaluation of each Contractor's qualifications, expertise, capabilities, performance record, current ability to perform, location and/or distance to the project, and any and all other factors as may be pertinent to the particular project and for the convenience of the City.
 4. Add, delete or change products, locations, frequency of service, or other factors related to the products and/or services under contract dependent upon requirements that may develop during the contract period and cannot guarantee the amount of work or predict future funding for any resultant contract.
 5. Order products other than those specifically detailed in this IFB and purchase, on a negotiated basis with the contractor, related items not covered herein.
 6. Use any or all ideas presented in reply to this solicitation, subject only to the limitations regarding proprietary/confidential data of Bidder.

- B. This is an Invitation for Bids and is in no way to be misconstrued as a commitment to purchase on the part of the City.

VII. PRODUCT DISPLAY & EXAMINATION

- A. A non-mandatory opportunity for prospective bidders to view samples of the t-shirts and jerseys currently purchased by the City will be made available from Tuesday, July 19, 2016 through Fri July 22, 2016; 10:00 am through 3:00 pm each day at the City Recreation Center, 223 Little Falls St., Falls Church VA 22046. Please check in at the front desk and for access to the samples.
- B. This opportunity is for a visual and tactile examination of the type, features, colors and quality of shirts/jerseys to be included in your bid. The items on display are for example only and are to be used as a reference and are not to be considered of a proprietary nature.
- C. **No items may be removed from the display area and prospective Bidders ARE NOT PERMITTED TO ASK ANY QUESTIONS** of City personnel related to the shirts/jerseys on display before, during or after the display period except as otherwise specified in this IFB. All questions must be in writing emailed to the Purchasing Agent in accordance with the instructions provided herein.
- D. The Bidder is responsible to derive the specifications of the types of products to be bid based on the display items and minimum specifications. Any claims, as a result of failure to examine the products or depend solely on the minimum specifications or images included in this IFB, will not be considered.
- E. The sample products on display are not necessarily the same as those included in the bid sheets (images or description).
- F. Failure to examine the products on display will not prohibit Bidder from submitting a bid. The City is not obligated, and at its sole option will not provide any other opportunities to potential Bidders for product examination.
- G. The Bidder is responsible for ascertaining the type, quality, features and other details of the products to be bid and any claims, as a result of failure to examine the products, will not be considered.
- H. **It there is a conflict between the products on display, the specifications or images herein, and the description of the product (Brand Name & P/N) on the bid sheets, for bid evaluation purposes ONLY, the brand name and product number on the bid sheets takes precedence.**

VIII. PURPOSE AND BACKGROUND

- A. The mission of the Falls Church Recreation & Parks Department is to provide a year-round program of recreation and leisure-time activities for all groups and interest levels.
- B. The City currently sponsors youth flag football, basketball, and soccer programs, adult basketball, volley ball and softball programs, and other special events. Sports T-Shirts and Jerseys in various colors, sizes and types with lettering, numbers and are/or other graphics are required, by the City on an as needed basis.
- C. The successful bidder shall furnish, as may be ordered, Silk Screened Sports T-Shirts and Jerseys as further described herein, for the various City Recreational Athletic and/or other programs and events.

IX. CONTRACT PERIOD AND RENEWAL OPTIONS

- A. If a contract is awarded, it shall cover the target period from date of award through a one (1) year period (initial term).
- B. The City reserves the right to renew the contract upon the same terms and conditions at the expiration of its initial term for up to four (4) additional, successive one-year periods

based on the needs of the City. Contract renewals must be authorized by and coordinated through the City's Purchasing Department.

- C. Notice of intent to renew may be given to the Contractor in writing by the City, normally sixty (60) days before the expiration date of the current contract. Failure to give such notice will not constitute a breach of this contract. This notice will not be deemed to commit the City of Falls Church to a contract renewal.
- D. Contractor shall notify the City, in writing, at least ninety (90) days prior to the then current contract period expiration if Contractor intends not to extend the contract term.
- E. The City may extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract.
- F. **NON-APPROPRIATION OF FUNDS** - All funds for payments by the City for goods/services under contract are subject to the availability of general or specific annual appropriation for this purpose by the City of Falls Church City Council, as applicable. In the event of non-appropriation of funds by the City Council for the goods/services provided under contract, the City will terminate the contract, without termination charge to the City, on June 30th of the then current fiscal year or when the appropriation made for the then current year for the goods/services covered by the contract is spent, whichever event occurs first.

X. SCOPE OF WORK & REQUIREMENTS

A. General

- 1. Sports T-Shirts and Jerseys shall be new, first quality, youth and adult sizes, in a wide range of colors and sizes for youth and adults including XXS – XXXXL, as available. No seconds or irregulars.
- 2. Bidder shall utilize the services of a qualified graphic artist to develop T-Shirt and Jersey Logos from conceptual drawings as may be required.
- 3. All original documents and drawings, including conceptual drawings shall become the property of the City after completion of the Contractor's work.
- 4. Printing on products shall utilize "screen printing" process or other method yielding equivalently high-quality, durable printing on garments with no overspray of ink. Shirts and Jerseys are to be prepared so that inks yield true colors when compared to final proof.
- 5. Shirt/Jersey colors should be from the same dye lot per order.
- 6. Tag Free or tear away neck labels are preferred if available.
- 7. Graphics (logo, numbers, team name, sponsors, event name, etc.) shall be properly aligned in proportion to shirt sizes. All printing is to be screen print in contrasting white or black print unless otherwise ordered by the City.
- 8. The Ink on shirts must be dry thoroughly before packing and shipping and shall not crack, peel or fade with normal wearing and washing.
- 9. The shirts/jerseys shall be reasonably color fast.
- 10. The City reserves the right, at its sole discretion, to order products which vary from the minimum specifications detailed in this IFB as may be needed.

B. Minimum Specifications

- 1. The City does not have detailed specifications for the sports T-Shirts and Jerseys to be provided under this IFB.

2. The minimum specifications/requirements contained in this IFB, the information which may be derived by the Bidder upon examining the products on display, and/or the images of similar products included on the bid sheets are to be used as a reference only and are not to be considered of a proprietary nature.
3. Acceptable brands for T-Shirts and Jerseys are as follows:
 - 1) Port and Company; or approved equivalent
 - 2) Sport Tek; or approved equivalent
 - 3) Port Authority; or approved equivalent
 - 4) Augusta; or approved equivalent
 - 5) Gildan ; or approved equivalent
 - 6) Other brands as may be approved by the City.

See Section C below regarding Brands and approved equivalents.

4. T-Shirts - Minimum Specifications
 - a) 6.1 oz. 100% preshrunk cotton or 5.6 oz., 50% cotton and 50% polyester preshrunk
 - b) 1x1 rib seamed crew neck collar
 - c) 2-needle cover stitched front neck
 - d) full cut taped shoulder-to-shoulder
 - e) 2-needle hemmed sleeves and bottom
5. Flag Football Jerseys – Minimum Specifications
 - a) 100% polyester tricot mesh body
 - b) 100% polyester dazzle fabric yoke and sleeves
 - c) Polyester liner yoke and set-in-rib V-neck both with cover seam finish
 - d) Gathered, elasticized in sleeve ends
 - e) Front and back yoke large enough for embellishment
 - f) Outside locker label
 - g) Covered Seams

C. PROJECTED REQUIREMENTS/ESTIMATED QUANTITIES:

1. The City **does not** have information regarding the quantity, type, features or sizes of shirts or jersey's ordered by the City from various vendors in the past or future projections.
2. During the 2015 fiscal year (July 2015 -June 2016) the City ordered an estimated 2750-3000 shirts/jerseys for athletic programs and events. No further breakdown of shirt/jersey types, sizes, colors, graphics, quantities or number or orders is available. The estimated quantity is not a projection or guarantee of any future requirements.
3. Quantities detailed in this solicitation are estimates only, and are given for the information of Bidders and for the purpose of bid evaluation. They do not indicate the actual quantity of products that have been or will be ordered or may be required to meet the specifications or requirements in the Scope of Work since the actual volume, types, graphics, features, colors and sizes or number of orders of products will depend upon requirements that develop during the contract period.

4. No bid will be considered which stipulates that the City shall guarantee to order a specific quantity or type of goods.

D. Brand Names And Approved Equivalents

1. The name of certain brands, makes, manufacturers, and/or style numbers in this IFB, does not restrict Bidders to specific brand names, makes, manufacturers, or style numbers, but conveys the general style, type, range and variety of colors available, character, and quality of the products desired.
2. The City is receptive to any product which would be considered by City, solely in its opinion, as an approved equivalent to the products described herein and on display during the product display and examination period. Any item that the City, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, color range/variety, features and suitability for the purpose intended, will be accepted for evaluation purposes. Failure to furnish an adequate sample of any requested garment(s) or provide other data for evaluation purposes may result in declaring an offer non-responsive.
3. The bidder is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, and technical detail to enable the City to determine if the product offered meets the requirements of the solicitation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product offered is an equivalent product, such bid will be considered to offer the brand name product referenced in the solicitation.

E. Bid Samples

1. Bidders may be selectively invited to provide samples of products bid after bid opening. The sizes, colors, types, and sample graphics will be as determined and requested by the City for evaluation purposes. The samples will be inspected/tested by the City to determine suitability, quality, design work, and conformance to the requirements in this IFB, and in comparison to the products included in the display and other City product inventory. The products may also be reasonably tested which tests may include, but are not limited to, machine washing and drying. The results of the inspection and/or testing will be included in the overall evaluation of the bids. The City is not obligated to test the products and such inspection and/or testing shall not relieve the bidder from conformance to minimum specifications and/or warranties.
2. The City is not obligated to request samples or any specific quantity, type, size or color of product from any or all firms submitting bids.
3. If samples are requested from more than one bidder, the details of the product(s) requested will be similar.
4. Samples will be requested in writing after the date of bid opening, and if requested shall be received by the City within five (5) business days of request or other date as specified by the City.
5. Requested samples must be furnished free of expense to the City and will upon the advance written request of the Bidder, be returned within thirty (30) days of bid award at the Bidder's expense with the understanding that the products may have been tested. If the Bidder does not request return of the samples within the thirty (30) day period, the products will, with no liability or payment to the Bidder, become the City's property.
6. Failure to provide requested samples or as specified by the City may result in rejection of a bid.

7. The City reserves the right to request Bidder to submit a current printed catalogue of products similar to those described herein.
8. Retention Of Samples - A full set of samples will be retained by the City from the Bidder receiving award, at no cost to the City. These samples may be used to judge fit, fabric, and workmanship of products shipped during the contract.
9. **NO PRODUCT SAMPLES, BROCHURES, OR CATALOGS SHOULD BE INCLUDED WITH INITIAL BID RESPONSE (Bid Package).** The City may request samples and/or catalogs after bid opening from selected bidders to be included in the evaluation process.

F. Additional Items

1. The City reserves the right to purchase and may require additional items of a similar nature that are not specifically listed or detailed in the contract. Items not included in this bid will be quoted from the awarded contractor on a needs basis. The contractor agrees to provide such items, and shall provide the City prices on such additional items based upon a formula or method which is the same or similar to that used in establishing the prices in this Bid.
2. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

G. Packing And Shipping/Delivery

1. Products should be sorted with similar sizes grouped together.
2. Products should be stacked flat initially, then folded in half (width-wise) before packing so as to minimize wrinkling and placed in large, plastic bags before being boxed/packaged. Boxes/packing envelopes should be of sufficient strength to withstand ripping or crushing during transportation.
3. If order is delayed, defective, or short, due to failure of contractor, contractor will place a rush order to fulfill the requirement and ship or otherwise deliver garments, at contractor's cost, to ensure timely delivery.
4. A detailed packing slip (including quantities, colors, sizes, etc.) shall accompany delivery of each order.
5. Contractor must be able to print and deliver products to the City within maximum of ten (10) business days ARO for large orders (200 items or more) and maximum of five (5) business days for orders of less than 200 items after receiving approval of the final proof (if applicable), (if proof is delivered by 12 noon local time), unless otherwise agreed upon in advance.
6. Deliveries will be made to: City of Falls Church, Recreation and Parks, 223 Little Falls St, Falls Church, VA 22046 or as otherwise specified on the Purchase Order.
7. All deliveries shall be F.O.B. Falls Church, VA 20046 with NO MINIMUM ORDER REQUIREMENTS. UNIT BID PRICE MUST INCLUDE DELIVERY CHARGES.
8. By submitting their bids, all Bidders certify and warrant that the price offered for FOB Destination – Freight Prepaid & Allowed includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked.
9. Unless instructed otherwise by the City, Contractor shall, for Purchase Orders placed hereunder: (1) deliver entire quantity of items ordered to the destination designated in the Purchase Order in accordance with any specific shipping instructions; (2) enclose a

packing memorandum with each shipment and when more than one package is shipped, identify the one containing the memorandum; (3) legibly mark or label on the outside of the shipping container the City's Purchase Order number, commodity description and quantity on all packages and shipping papers; (4) render itemized invoices showing Purchase Order number to the billing address on the Purchase Order and (5) utilize standard commercial packaging, packing and shipping containers.

10. Products shall be shipped by Contractor, F.O.B., Destination, from Contractor's nearest facility capable of meeting the City's requirements using the most cost effective common carrier with transportation charges prepaid by Contractor and added as a separate item to the invoice to be paid by the City. In no event will City be liable for premium shipping modes unless previously authorized.

H. Returns

For incorrect, defective or damaged products, quantities delivered, or other problems contrary to the requirements of the contract or order(s), the City will have the option to choose credit or a refund. The credit or refund shall be applied to the account or delivered to the City within 30 days of notification to the contractor unless more favorable terms are stated on Contractor's invoice, packing slip, or other writing and the City elects to accept on such terms.

XI. PRICES AND PRICE ADJUSTMENTS

A. Prices

1. Prices shall be stated in units of quantity specified. No additional charges shall be passed to the City, including any applicable taxes, delivery or surcharges. Prices quoted shall be the final cost to the City. In case of error in the extension of prices, the unit price shall govern.
2. Bid prices, unless otherwise specified, will be NET 30 F.O.B. Destination, Freight Prepaid and include all charges that may be imposed in fulfilling the terms of the Contract including transportation and handling charges fully prepaid by the Contractor to destination in the City, unless otherwise specified, and subject only to any discount for prompt payment that may be provided in this Invitation.
3. Title and risk of loss for such goods shall pass to the City upon receipt and acceptance thereof at the City's designated facility. Extra charges not made a part of the bid price will not be allowed.

B. Price Adjustments

1. The Contractor agrees that all contract unit prices shall remain firm through the initial term of the contract or 365 days, whichever is later. Unit Prices may be increased only upon approval of a written request to the Purchasing Agent. Upon receipt of the Contractor's written request, the City shall make a determination to approve or adjust the requested price increase based upon its investigations and the information provided by the Contractor. Any price adjustment agreed to shall take place only after expiration of the initial contract term.
2. The request for a change in the unit price shall be in writing and include as a minimum, (1) Cause for the adjustment; (2) Proposed effective date; and (3) Amount and/or percentage of the change requested. Documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics index, change in manufacturer's price, etc.) shall be attached.
3. The Contractor shall provide the City prior written notice of any potential increases at least ninety (90) days prior to the proposed effective date of such increase.

4. Documentation shall be supplied in general with the contractor's request for increase which will verify that the requested price increase is general in scope and not applicable just to the City.
5. Any price increases shall be no greater than the percentage change of the CPI-U for the Washington-Baltimore area using Table 4 Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all items index; Washington-Baltimore, DC-MD-VA-WV area as listed for the most recent twelve month period on the U.S. Department of Labor's Bureau of Labor Statistics website or five percent (5%), whichever is the lesser of the two.
6. Price adjustments shall be by the same percentage as approved and the contract shall be modified accordingly via contract amendment.
7. Any orders placed or purchase orders issued prior to the effective date of the increase shall not be subject to such increase.
8. Price reductions may be initiated by the contractor at any time and shall be effective immediately.
9. No restocking fees will be charged for product returns under the terms of the contract.

XII. PROMPT PAYMENT DISCOUNT

- A. Unless otherwise specified herein, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a bid for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.
- B. In connection with any discount offered, time will be computed from the date an undisputed invoice is received by the City. In the event the Bidder does not indicate a prompt payment discount, it shall be construed to mean NET 30 days.
- C. For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the City check or issuance of an Electronic Funds Transfer, if applicable.

XIII. SUBCONTRACTORS

- A. As used in this solicitation, the term "subcontractor" shall also include firms and/or persons either directly or indirectly employed by Contractor, partners identified in the bid, and/or others furnished by or acting at Contractor's direction or on Contractor's behalf under the contract.
- B. In the event that the Bidder desires to subcontract some part of the work specified in this solicitation, the Bidder shall furnish the City the names, qualifications, and experience of the proposed material/key subcontractors and the percentage of the work under any resultant contract to be performed by each with the proposal. The Bidder shall provide services as the Prime Contractor.
- A. None of the services covered by the contract shall be assigned in full or in part, or subcontracted without the prior approval of the City.
- B. The Contractor shall be responsible for completely supervising and directing the work under the Contract and all subcontractors that they may utilize. Subcontractors who perform work under the Contract shall be responsible to the prime Contractor. The Contractor agrees to be fully responsible for the payment to, performance, acts and omissions of their subcontractors/partners and of persons employed by them.
- C. The City reserves the right to reasonably reject the successful firm's selection of subcontractors.
- D. The Contractor shall remain fully liable and responsible for: supervising and directing the work to be done by his/her subcontractor(s) including those persons either directly or

indirectly employed by Contractor and shall assure compliance with all the requirements of the contract; payment to; performance, acts and omissions of their subcontractors, partners and of all persons employed by them and to assure that the subcontractor(s) insurance is in compliance with the requirements of this solicitation and for assuring that all sub-contractors, partners, and/or others furnished by or acting at Contractor's direction or on Contractor's behalf, comply and remain in compliance with all federal, state, and local laws, rules, regulations, orders and other legal requirements that are directly or indirectly related to the performance under the contract, including procurement of required permits, certificates, licenses, insurance, approvals, and/or inspections.

- E. The Contractor shall not enter into any subcontract with any subcontractor who has been suspended or debarred from participating in contracting programs by any agency of the United States Government, the Commonwealth of Virginia or other state where the contract is to be performed.
- F. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors. The City reserves the right to request a copy of all subcontracts.
- G. Nothing contained in the contract shall create any contractual relationship between any subcontractor and the City.

XIV. TRADE SECRETS OR PROPRIETARY INFORMATION

- A. Trade secrets or proprietary information submitted by a Bidder in response to this Invitation for bids shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, the Bidder must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Section 2.2-4342F of the Code of Virginia)) for consideration and acceptance by the City as trade Secrets or proprietary information.
- B. If the bid contains any proprietary or trade secret material, such notice must be attached as the **first page of the bid and clearly identify the material/information** by some distinct method such as highlighting/underlining or submitted in a separate and clearly labeled section. In addition, the Bidder must (i) indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information and (ii) clearly state the justifiable reason why protection is necessary.
- C. **Classification of an entire bid document and/or prices (line item or totals) as proprietary or trade secret is NOT ACCEPTABLE and may result in REJECTION of the bid.**

XV. DEBARMENT STATUS

By submitting a bid, the Bidder (including any partner, associate, or subcontractor associated with the provision of good/services under this solicitation) certifies that they are not (1) currently debarred from conducting business or submitting bids/proposals or on contracts by any local government or agency of the Commonwealth of Virginia, or the Federal Government; (2) an agent of any person or entity that is currently debarred from conducting business or submitting bids/proposals on contracts by any local government or agency of the Commonwealth of Virginia, or the Federal Government; or (3) suspended, proposed for debarment, excluded or disqualified under the nonprocurement common rule, or otherwise declared ineligible from receiving Federal contracts, certain subcontracts, and certain Federal assistance and benefits. For procurements that are to be funded by Federal monies, the City will confirm a vendor's status via the U.S. Government's System for Award Management (SAM) available at www.sam.gov.

XVI. AMBIGUITY, CONFLICT OR OTHER ERRORS IN THE IFB

- A. If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the IFB, it shall immediately notify the City of such error in writing and request modification or clarification of the document. The City will make modifications to material issues by issuing a written revision and will give written notice via addendum posted on the City's website (www.fallschurchva.gov/Bids) and eVA, the Commonwealth of Virginia's electronic procurement portal for registered suppliers (<http://eva.virginia.gov>).
- B. The Bidder is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Invitation for Bids prior to submitting the bid or it shall be waived. Any proposals that include assumed clarifications and/or corrections without required authentication of same may be subject to rejection by the City.

XVII. CONTRACT DOCUMENTS

- A. This solicitation, including all addenda, attachments, exhibits and/or appendices hereto, shall become a part of any contract that may be awarded in addition to any IFB clarifications; responses to questions/issues and Contractor's Bid.
- B. In addition to the Bidder's bid (including any clarifications), to the extent they are included in or incorporated by the solicitation, the following documents are hereby incorporated in and shall form a part of the resulting contract:
 - 1. City Solicitation Form/Award Notice and other documents which may be incorporated by reference, if applicable.
 - 2. General Conditions and Instructions to Bidders.
 - 3. Special Provisions.
 - 4. Pricing Schedules.
 - 5. Any Addenda/Amendments.
 - 6. Purchase Order
- C. A written award notice (or Acceptance Agreement, contract, or Purchase order) mailed (or otherwise furnished) to the successful Bidder within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract.
- D. The contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The contract may be amended or modified only by written modification.

XVIII. BID PREPARATION

- A. Before submitting a bid, the Bidder must read the entire solicitation. Failure to read any part of this solicitation shall not relieve the Contractor of its contractual obligations.
- B. The Bid Form(s) and IFB Cover page must be completed and clearly printed in blue or black ink or by typewriter or computer (except for authorized Bidder representative signature).
- C. All information requested must be submitted. Bids which are substantially incomplete or lack key information may be rejected by the City at its discretion. Bid contents should be arranged in the same order and identified with headings as may be presented herein.

XIX. BID SUBMISSION COVENANTS

The Bidder's signature on the IFB Cover page covenants and certifies acknowledgement and compliance with the following:

- 1. Fully Informed - The Bidder acknowledges that they have read this solicitation, understand it, has satisfied itself from its own investigation of the conditions to be

met and/or goods to be provided, fully understands Bidder's obligation, agrees to be bound by this solicitation's terms and conditions, and will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information. In addition the Bidder has or will provide properly trained employees, staff, subcontractors (if approved by the City), or other personnel; and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations; that in any manner may affect the cost, delivery, progress, or performance of goods and/or work proposed and to be provided under this IFB.

2. Collusion - In the preparation and submission of this IFB, the Bidder did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1 et seq.) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

3. Employees/Officials Not to Benefit

- a. To the best of the Bidder's knowledge, no City of Falls Church official or employee having official responsibility for the procurement transaction, or member of his or her immediate family (including spouse, parents or children), has received, been promised, directly or indirectly, or will receive any financial benefit, including but not limited to fees, commission, finder's fee, political contribution or any similar form of remuneration, or other financial benefit of more than nominal or minimal value on account of the act of awarding and/or executing this contract.

If such a benefit has been received or will be received, this fact shall be disclosed with the bid or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.

- b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid or contract, and that the contractor has failed to disclose such benefit or has inadequately disclosed it, the City Manager, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
- c. In the event the Bidder has knowledge of benefits as outlined above, this information should be submitted with the bid. If the above does not apply at time of award of contract and becomes known after inception of a contract, the Bidder shall address the disclosure of such facts to the City of Falls Church, 300 Park Avenue, Falls Church, VA 22046. Relevant Invitation For Bid Number should be referenced in the disclosure.

4. Licenses and Insurance - The firm submitting the Bidder is licensed and registered to do business in the Commonwealth of Virginia and has the current Contractor's licenses as may be required under this solicitation as of the date of Bidder submission.

if awarded the contract, the Contractor shall have insurance coverages as specified in section entitled "Standard Provisions", sub-section entitled "Insurance" at the time the work commences and shall submit proof of such insurance to the City as stipulated in that section.

5. Ethics In Public Contracting - The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Virginia Public Procurement Act as set forth in the Code of Virginia, as amended, pertaining to Bidders, Bidders, contractors, and subcontractors are applicable to this solicitation. By submitting a

bid, the Bidder certifies that their bid is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

6. Conflict of Interest - The provisions referenced in the paragraph above entitled "Ethics In Public Contracting" above, supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (§§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§§ 18.2-498.1 et seq.), and Articles 2 (§§ 18.2-438 et seq.) and 3 (§§ 18.2-446 et seq.) of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act.
7. Employment Discrimination By Contractor Prohibited - During the performance of any resultant contract, the Bidder will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, and Section 2.2-4311 of the Virginia Public Procurement Act which provides that:

In every contract over \$10,000.00 the provisions in "a" and "b" below apply:

- a. During the performance of this contract, the contractor agrees as follows:
 - 1) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - 3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - b. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.
8. Drug Free Workplace - In every Contract over \$10,000 the following shall apply:

During the performance of any resultant contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a contractor in accordance with this section, the employees of whom are prohibited from

engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

XX. BID SUBMISSION REQUIREMENTS

- A. Bidder shall complete and submit **one (1) original and two (2) copies** of each bid document below unless otherwise specified. If the Bid Package contains proprietary or confidential information in accordance with the section "Trade Secrets or Proprietary Information" herein, the Bidder shall also submit a separate, redacted version of the bid sealed and clearly marked as such on the outside envelope.
- B. Each Bidder must use the attached Bid Sheet / Price Schedule Forms (Attachment A) to submit a bid.
- C. A complete bid shall consist of the following minimum required documents:
 1. **Signed Cover Sheet** - First Page of this IFB, completed and signed in ink by person authorized to bind the company.
 2. **Any IFB Addenda (dated & signed)**, Proprietary Information (see Section XV.B) and/or exceptions for VA SCC Business Registration if applicable.
 3. **Bid Forms**
 - **Attachment A – Bid Sheet / Price Schedule**
Text, price ranges, multiple entries and/or zeros (\$0) in any price specified line item is unacceptable. All Unit Price boxes must be completed with a dollar figure. Interlineations, text, price ranges and multiple entries on any line item are unacceptable. Any such entries will result in a nonresponsive bid. In the case of zeros (\$0) and lines with blank entries, the City shall interpret this to mean that the product or work being requested is being provided and/or performed free of charge.
 - **Attachment B - Company Information**
 - **Attachment C - Company References and Current Projects**
All Bidders shall include, with their bids, a list of at least three (3) current references for whom the Bidder has done comparable work. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references may be cause for rejection of a Bid as non-Responsive.
 - **Attachment D - Proof of Authority to Transact Business in Virginia (dated & signed)**

All information and prices must be completed for every line item on the bid forms listed above.

All other pages should be retained in Bidder's file.
- D. Bids shall be placed in a sealed, opaque envelope, and clearly marked in the lower left-hand corner with the Company Name, IFB number, IFB title, and the date/time bids are scheduled to be received. Bids are to be submitted by mail, courier or delivered in person ONLY to:

City Of Falls Church
 Attn: Purchasing Agent
 300 Park Avenue, Room 300 East, 3rd Floor, East Wing
 Falls Church, Virginia 22046;

- E. The City's Purchasing Office is open for the receipt of bids from 8:30 AM until 4:30 PM, Monday through Friday (excluding City holidays). The City is not responsible for deliveries attempted outside of these time periods or misdirected to other offices.
- F. **Any bid received after the date and time due for bid submission as noted on the cover page, whether by mail or otherwise will not be accepted or considered.** The time of receipt shall be determined by the time the bid is signed in at the Purchasing Office using the Purchasing Office clock as the official time. Bidders are solely responsible for ensuring that their bid is stamped by Purchasing Office personnel by the deadline indicated.

The City is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, the intra-City mail system or delivery by other means. Bidders are solely responsible for ensuring that their bid is received and stamped by Purchasing Office personnel by the deadline indicated.
- G. The City, and its officers, employees or agents will not be responsible for the opening of a bid envelope or package prior to the scheduled opening if that envelope or package is not appropriately sealed and marked as specified.
- H. If the City declares administrative or liberal leave, scheduled receipt of bids will be extended to the next business day after which administrative or liberal leave has been canceled.
- I. Bidders are solely responsible for checking the City's Website to insure that they have the most current information regarding the IFB.
- J. Oral bids or bids delivered by electronic means such as facsimile and e-mail are not allowed and bids so delivered will not be considered.
- K. All erasures, interpolations, and other changes in the bid shall be signed or initialed by the Bidder. Carelessness in quoting business terms (i.e. prices), or in preparation of the bid will not relieve the Bidder. When an error is made in extending total prices, the unit price will govern. Bidders are cautioned to recheck their bids for possible error. Errors discovered after negotiation, if applicable, cannot be corrected, and the Bidder will be required to perform if its bid is accepted, except as otherwise provided herein.
- L. Conditional bids are subject to rejection in whole or in part.
- M. Under no circumstances shall any Bidder, whose bid has not been awarded, be entitled to any claim for compensation under this solicitation.
- N. The City accepts no responsibility for any expense incurred by the Bidder in the preparation and presentation of a bid, such expenses to be borne exclusively by the Bidder.

I. Bid Evaluation Factors

- 1. It is the Bidder's sole responsibility to review the minimum specifications herein and at their option, inspect the types of products which are the subject of this IFB and displayed on site and/or sample images which are made a part of this IFB. The Bidder is responsible, using its expertise and knowledge of the industry to ensure that the products bid and provided under any resulting contract meet the greater of (1) minimum specifications herein, or (2) the specifications, quality and features of the products displayed during the display and examination period offered by the City.
- 2. The bidder must state clearly in his Bid pages any variance to the specifications. If proposing an equivalent or alternate product, it shall be the bidder's responsibility to provide adequate information in their Bid to enable the City to ensure that the Bid meets the required criteria. If adequate information is not submitted with the Bid, it may be rejected.

3. After initial evaluation of the information provided in the bid, the City **may selectively** require that some Bidders submit samples for evaluation (See Section X.E Bid Samples).
4. The City will be the sole judge in determining if the product(s) bid qualify as approved equivalents.
5. The City reserves the right to award to that Bid which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to specifications and in the bidding process.

XXI. PUBLIC BID OPENING

- A. All bids received in response to this Invitation for Bids (IFB) by the due date and time will be opened and read publicly on **July 29th, 2016**, shortly after 11:00 AM, in the **Oak Conference Room**, 3rd Floor East, 300 Park Ave., Falls Church, VA 22046.
- B. The Bid Tabulation will be posted on the City's website: www.fallschurchva.gov/Bids.

XXII. BID EVALUATION/CONTRACT AWARD

- A. Award will be made to the lowest responsive and responsible Bidder complying with all provisions of the IFB provided the bid price is reasonable and it is in the best interests of the City to accept it considering the quality and workmanship of the provided sample(s) and the extent and variety of the Bidder's product catalogue.
 1. Responsiveness relates to compliance in all material aspects with the provisions of the solicitation, including specifications and terms and condition. Failure to comply with the requirements and/or terms and conditions set forth in this IFB may result in a bid being declared nonresponsive.
 2. Responsible Bidder means a person/firm who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability that will assure good faith performance, and who has been prequalified, if required.
- B. Before the Contract is awarded, the bidder submitting the lowest responsive bid considering all evaluation factors, must satisfy the City that it has the requisite organization, capital, equipment, ability, resources, personnel, management, business integrity, and experience in the type of work for which it has submitted a bid. The bidder shall verify to the City that it has the sufficient and qualified personnel to provide for the Contract Work. Failure by the lowest responsive bidder to sufficiently satisfy the City of its ability to meet any of the above requirements may serve as grounds for rejection of the bid.
- C. The City reserves the right to waive informalities and consider factors other than price as will protect and preserve the interest of the City.
- D. The following factors, among such others as will protect and preserve the interest of the City may also be considered in making an award:
 1. Bid price(s) as set forth on each Bid Form (Price Schedule).
 2. Quality and workmanship of the products as determined by comparison of the Bidder's provided sample(s) (if requested) and the garments currently used for its athletic programs.
 3. The variety and availability of products
 4. The specified terms, discounts, return policy, etc. of the Bid.
 5. The proposed delivery and schedule ARO.
 6. The quality of and record of performance on previous contracts or services into which the Bidder may have entered into with the City or other public bodies or corporations (references).
 7. The previous and existing compliance by the Bidder with laws and ordinances relating to other contracts, purchase orders, items and/or services provided by Bidder in other matters.

8. The character, integrity, reputation, judgment, experience and efficiency of the Bidder and quality of performance on previous contracts or services;
 9. Whether the Bidder can perform the Contract and/or perform the services and/or provide the items promptly, or within the time specified, without delay or interference taking into consideration other business commitments;
 10. The necessary facilities, organization, experience and technical skills as well as sufficiency of the financial resources and ability of the Bidder to perform the Contract and/or provide the services and/or items requested in the IFB.
 11. The ability and availability of the Bidder to provide quality and timely maintenance, service, and/or parts.
 12. The availability and capability of local and regional vendor support as it affects the quantity, quality, and timeliness of the goods and/or services.
 13. Such other information as may be secured by the Purchasing Agent having a bearing on the decision to award the contract.
 14. The City expressly reserves the right to reject the bid of such Bidder, if such records disclose that said Bidder, in the opinion of the City, has not properly performed such contracts or has habitually and without just cause neglected the payment of bills, or has otherwise disregarded his obligations to subcontractors, suppliers or employees.
- E. To be considered for an award, a Bidder must comply in all material respects with the IFB.
- F. The City reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the City. The City also reserves the right to reject the bid of a Bidder deemed to be a non-responsible Bidder.
- G. **NEGOTIATIONS WITH LOWEST RESPONSIVE AND RESPONSIBLE BIDDER** - Unless all bids are canceled or rejected, the City reserves the right granted by Section §2.2-4318 of the Code of Virginia to negotiate with the lowest responsive, responsible Bidder to obtain a contract price within the funds available to the City whenever such low bid exceeds the City's available funds.
- For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds, which were budgeted by the City for the contract prior to the issuance of the written Invitation for Bids. The City shall initiate such negotiations by written notice to the lowest responsive, responsible Bidder that its bid exceeds the available funds and the City wishes to negotiate a lower contract price. The times, places and manner of negotiating shall be agreed to by the City and the lowest responsive, responsible Bidder. Negotiations with such Bidder may include discussions and modifications of the scope of work, specifications, quantity, quality, or other cost saving mechanisms. Any such negotiated contract shall be subject to final approval of the City, at the sole discretion of the City.
- H. **TIE BIDS:** In the case of a tie bid, the City may give preference to goods, services, and construction produced in the City or provided by persons, firms or corporations having principal places of business in the City. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to Section 2.2-43 24 of the Code of Virginia. If no City or Commonwealth choice is available, the tie shall be decided by lot.
- I. **SINGLE BID RESPONSE/INSUFFICIENT COMPETITION:** If only one bid is received for a solicitation or the City otherwise concludes that there is insufficient competition (i.e. only one responsive and responsive Bidder), the City will make a written determination whether to award or to reject the bid. If it is decided to make the award based on a single bid response, the City will make a determination that the prices are fair and reasonable. This determination may be based on price analysis, value analysis or a combination thereof. Price Analysis techniques may include, but are not limited to; comparison with prices for functionally similar items, prices paid by other consumers, prices set forth in a public price

list or commercial catalog, City estimates, or the evaluation of two or more similar contracts, if available, awarded to the Bidder within the past two (2) years. In all cases, the Bidder agrees to fully cooperate with the City by providing reasonably requested information. If a determination is made that the prices are not fair and reasonable, then the City may reject the bid, cancel the solicitation and resolicit.

- J. All awards for goods and non-professional services over \$100,000 are contingent upon City Council approval.

XXIII. BID MODIFICATION/WITHDRAWAL

- A. Prior to Bid Opening: - A bid may be modified or withdrawn by the Bidder anytime prior to the time and date set for the receipt of Bids, in writing containing the original signature of the Bidder. The Bidder shall notify the Purchasing Office in writing of its intentions.

1. If a change in the bid is requested, the modification must be so worded by the Bidder as to not reveal the original amount of the Bid but should simply provide the desired addition, subtraction or modification, so that the final price or terms of the bid will not be known to the City until the sealed bids are opened. Modifications shall be on the interior envelope and sealed prior to submittal.
2. Modified and withdrawn bids may be resubmitted to the Purchasing Office up to the time and date set for the receipt of bids.
3. Except as otherwise provided herein, no bid can be withdrawn after the time set for the receipt of Bids and for ninety (90) days thereafter.

- B. After Bid Opening - Bids that have been appropriately opened by the City cannot be changed, adjusted, corrected or modified in any way other than complete withdrawal. The City's procedures for withdrawal of bids (whether construction or other than construction) is that set forth in Code of Virginia, §2.2-4330(A)(i), which allows withdrawal of a Bid due to an error such as an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid.

Withdrawal must be requested within two (2) days of the Bid opening by delivering to the City original work papers, documents, and materials used in preparation of the Bid. Work papers, documents, and materials submitted in support of a withdrawal of bids may be considered as trade secrets or proprietary information subject to the conditions of the Virginia Freedom of Information Act. The Purchasing Office will inspect the written evidence submitted by the Bidder with the request and if the Purchasing Office can verify to its satisfaction and sole discretion that the mistake was a non-judgmental mistake, the Bidder will be allowed to withdraw the bid.

No bid shall be withdrawn under this section when the result would be the awarding of the contract on another bid of the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five percent.

If the City denies the withdrawal of a bid under the provisions of this section, it shall notify the Bidder in writing stating the reasons for its decision and award the contract to such Bidder at the bid price, provided such bidder is a responsible and responsive Bidder.

- C. Effect of Bid Withdrawal – If a bid is withdrawn under the authority of this Section, the lowest remaining bid shall be deemed to be the low bid.

No Bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

Work papers, documents, and materials submitted in support of a withdrawal of bids may be considered as trade secrets or proprietary information subject to the conditions of the Virginia Freedom of Information Act.

XXIV. NOTICE/ACCEPTANCE AGREEMENT

- A. A written award notice (or Acceptance Agreement, contract, or Purchase order) mailed (or otherwise furnished) to the successful Bidder within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract.
- B. If the City requires that the successful Bidder countersign a contract, the Bidder shall, within a period of ten (10) days from the date of the City's acceptance and approval of their bid, sign the contract (or accept the Purchase Order) and to submit the Certificate of Insurance as required in the relevant article of the contract. Failure to do so may cause the bid to be considered withdrawn.
- C. Performance under any resultant contract shall not to begin until receipt of the City's Purchase Order. Contractors providing goods or services without a signed City purchase order, do so at their own risk. The City will not be liable for payment of any purchases made by its employees without appropriate purchase authorization signed by City's Purchasing Agent.

XXV. PROTEST OF AWARD OR DECISION TO AWARD

Any Bidder may protest the award or decision to award only in accordance with the provisions of Sections 2.2-4357 through 4364 of the Code of Virginia, and only if such is provided for in such Code section.

XXVI. NOTICE OF AWARD

Public announcement of an Award and/or Intent to Award will be posted on the City's website: www.fallschurchva.gov/Bids.

XXVII. COOPERATIVE PROCUREMENT

- A. As authorized in Section 2.2-4304 of the Code of Virginia, this procurement is being conducted as a cooperative procurement on behalf of or in conjunction with other public bodies. In accordance with the Virginia Public Procurement Act, any resultant contract may be used by public bodies, agencies, institutions and/or localities of the several states, territories of the United States, and the District of Columbia with the consent of the Contractor at the same prices and/or discounts and terms.
- B. Each jurisdiction and/or political subdivision has the option of executing a separate agreement with the Contractor after making their own legal determination as to whether the use of this contract is consistent with their laws, regulations, and other policies. Such other contracts may contain general terms and conditions unique to those jurisdictions and/or political subdivisions. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body or political subdivision.
- C. It is the responsibility of the Contractor to notify the jurisdictions and/or political subdivisions of the availability of any contract resulting from this solicitation.

XXVIII. TAX EXEMPTION

The City is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption registration number 54-6001271 applies. Such Certificate will be furnished upon request. The price offered must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, a Bidder may quote the list price and shall

show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the City. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.

XXIX. ANTI-DISCRIMINATION

By submitting their bids, Bidders certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia § 2.2-4343.1E)

XXX. LICENSES/VA CONTRACTORS

- A. In accordance with VA Code Sections 54.1-1100 et seq. certain licenses for contractors, tradesmen and others are required. Each Bidder is responsible to determine which license, if any, it is required to have under such sections to perform the work specified in this IFB.
- B. Bidders shall note the applicable, if any, VA License Number and include a COPY of such license with their bid.
- C. The Code of Virginia does not allow an unlicensed contractor to submit a bid where the resultant contract will require a license.
- D. All Subcontractors utilized by the Contractor shall be properly licensed for the work they are to perform.

XXXI. ORDER OF PRECEDENCE

- A. In the event that there is a conflict between any specific terms, conditions and/or provisions of this IFB, the specific provisions of the IFB shall take precedence over the "Standard Provisions" which shall take precedence over the "General Conditions and Instructions to Bidder's" sections herein.
- B. In the event there is a conflict between any specific terms, conditions and/or provisions of contract documents resulting from this solicitation, the contract shall take precedence over the Information for Bid which shall take precedence over the Bidder's response to the Request for Proposals unless otherwise stipulated in the contract.
- C. For tasks or projects funded by any Federal Government agency, in the event there is a conflict between the specific terms, conditions and/or provisions of any contract documents resulting from this IFB and the terms, conditions and/or provisions of such agency, that agency's terms, conditions and provisions shall take precedence.

XXXII. STANDARD PROVISIONS

- A. Section Headings: The headings of the sections in the "Standard Provisions" and/or "General Conditions and Instructions to Bidders" are inserted for convenience only and are not intended to affect the meaning or interpretation of this solicitation or any resultant contract.

- B. Subject to all state and local laws and all rules, regulations and limitations imposed by legislation of the federal government, bids on all solicitations issued by the City will bind Bidders to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

1. Authority to Transact Business in Virginia

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the City pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The City may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

Any foreign corporation transacting business in Virginia shall secure a certificate of authority as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission, Post Office Box 1197, Richmond, Virginia 23209. The Commission may be reached at (804) 371-9733. The consequences of failing to secure a certificate of authority are set forth in Virginia Code Section 13.1-758.

2. Choice Of Law and Courts

Any contract resulting from this solicitation is made, entered into, and shall be performed in the City of Falls Church, Virginia, unless otherwise specified, and shall be governed in all respects by the applicable laws of the Commonwealth of Virginia. Any litigation with respect thereto shall be brought in the courts of the Commonwealth. Any dispute arising out of the contract, its interpretations, or its performance shall be litigated only in either the General District Court of the City of Falls Church or in the Circuit Court of the County of Arlington, Virginia.

3. Compliance With Laws

The Contractor shall comply at its own expense with all federal, state, and local laws, rules, regulations, orders and other legal requirements that are directly or indirectly related to the Contractor's performance under the contract, including procurement of required permits, certificates, licenses, insurance, approvals, and inspections.

The Contractor shall comply with the Code of Virginia including Section 2.2-4300, the Virginia Procurement Act; well as the City Code, Ordinances, Laws and Policies which are all incorporated herein by reference.

4. Authorized Dealer/Distributor Responsibilities

The Contractor, as the manufacturer or an authorized dealer/distributor of the products specified in the solicitation, hereby transfers all rights, including software rights, licenses and documentation to the City upon product acceptance.

5. Procedures

The extent and character of the services to be performed by the Contractor(s) or products delivered shall be subject to the general control and approval of the City's Project/Contract Manager assigned under the contract, the Purchasing Manager or his/her authorized designee(s). The contractor shall only comply with requests and/or orders issued by the Project/Contract Manager or his authorized designee(s) acting within their authority for the City.

All communications between the parties relating to material contractual issues shall be through the Purchasing Agent and any material change to the contract must be approved in writing by the Purchasing Agent and the Contractor to be deemed binding.

6. Purchase Orders

Contractor shall not start work prior to the receipt of a purchase order. A purchase order may be enclosed with the resulting contract or may be issued shortly thereafter, and will become an integral part of the resulting contract.

Any purchase order issued by the City which references this solicitation or resultant contract, shall be deemed to be placed under and incorporate the terms and conditions of this solicitation or resultant contract as well as any supplemental terms and conditions agreed to by the parties in writing. However, the City's failure to specifically incorporate, identify, or reference the contract on any purchase order shall in no manner affect the applicability of these terms and conditions.

Except as provided herein, Contractors providing goods or services without a signed City purchase order, do so at their own risk. The City will not be liable for payment of any purchases made by its employees without appropriate purchase authorization signed by City's Purchasing Agent.

In case of an emergency as defined by the City Project Manager, Contract Manager or other authorized representative, the Contractor shall cooperate to the extent reasonably requested with the understanding that a Purchase order will follow.

Orders for less than \$1,000.00 do not require a Purchase Order.

7. BPOL License Requirement

Contractor shall be licensed in accordance with the City's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance. All questions regarding the BPOL license requirement and tax should be referred to the Office of the Commissioner of the Revenue, 300 Park Avenue, Suite #104E, Falls Church, Virginia 22046-3301; Phone: (703) 248-5019; Fax: (703) 248-5212.

8. Payment Terms

Payment will be made to Contractor once each month based upon satisfactory and actual services rendered and/or goods received and invoices submitted by Contractor. All such invoices will be paid net thirty (30) days after receipt of an undisputed invoice unless (i) more favorable terms are stated on Contractor's invoice and the City elects to pay on such terms, or (ii) any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

Payment terms shall appear on Contractor's invoice. Any discount period shall be computed from the date of proper receipt of the Contractor's correct invoice. Late payment charges shall not exceed the allowable rate specified in §2.2-4352 of the VPPA (1% per month).

The City reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modifications thereto.

Payment by the City of invoices does not mean or imply that the goods or services have been accepted and does not impair or limit in any way the City's full rights and remedies which shall be and remain as set forth hereof.

9. Invoicing

All invoices to the City shall reference the applicable Purchase Order number and be submitted by the Contractor to the name and address on the Purchase Order unless otherwise directed by the City.

The prices and payments shall be full compensation for the goods, services, labor, tools, equipment, transportation and all other incidentals necessary to deliver the goods and/or complete the services ordered.

Conflicting pre-printed provisions on the reverse or front of the Contractor's form(s) shall be deemed deleted.

Invoices for final payment shall be submitted within thirty (30) days after completion and acceptance of the work or acceptance of the goods unless otherwise specified in the contract or mutually agreed upon in writing.

The City will not honor, process or pay invoices submitted by subcontractors.

10. Insurance

- a. The Contractor is responsible for its work and for all materials, tools equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage of or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract, or in any way whatsoever with the contracted work.
- b. By signing and submitting a bid under this solicitation, the bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. The bidder further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Workers' Compensation - Statutory requirements and benefits.
2. Employer's Liability - \$100,000 minimum.
3. Commercial General Liability - \$1,000,000 combined single limit.
Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The City of Falls Church must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.
4. Automobile Liability - \$500,000 - Combined single limit. (Only used if motor vehicle is to be used in the contract.)
- c. Notice of Cancellation and/or Restriction - The policy must be specifically endorsed to provide the City with forty-five (45) days' notice of cancellation, non-renewal, change in coverages, and/or restriction.
- d. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
- e. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VI.
- f. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein before any work is started. In addition, the Contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to the City on demand.
- g. The Contractor will provide on demand certified copies of all insurance policies related to the contract within ten (10) business days of demand by the City. These certified copies will be sent to the City from the Contractors insurance agent or representative. During the period of the contract, the City reserves the right to require the contractor to furnish

certificates of insurance for the coverage required

- h. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day advance written notice to the City. The Contractor shall furnish a new certificate prior to any change or cancellation dated. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
- i. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities provisions of the contract.
- j. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the City. The Contractor shall be as fully responsible to the City for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.
- k. The City, its officers and employees shall be named as an "additional insured" in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the City may possess."
- l. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words, "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted or crossed out.
- m. Insurance coverage required by this solicitation shall be in force throughout the contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the contract term, the City shall have the absolute right to terminate the contract without any further obligation to the Contractor, and the contractor shall be liable to the City for the entire additional cost of procuring the uncompleted portion of the contract at the time of termination.

11. Changes

The City may, at any time, by written order, require changes within the general scope of the services to be performed or the products to be provided under contract.

If such changes cause an increase or decrease in the Contractor's cost of, or time required for performance of any services or provision of products under the contract, within fifteen (15) days (or other mutually agreeable time period) of receipt of a change order, the Contractor shall submit a written proposal for any equitable adjustment to the contract price, delivery schedule, or both. Upon mutual agreement, authorized representative of the parties shall then agree to and sign such modification to the purchase order or contract. Contractor's receipt and performance of a Purchase Order detailing such changes shall be deemed acceptance.

The Contractor shall not begin work on any alteration requiring a change order until the agreement, setting forth the changes/modifications, has been executed by the City and the Contractor or associated Purchase Order received. No products or services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the City.

If a satisfactory agreement cannot be mutually agreed to for any item requiring a change order, the City reserves the right to terminate the contract as it applies to the items/services in question and make such arrangements as may be deemed necessary to complete the work.

No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by change order or Contract Amendment.

12. Additions/Deletions:

The City reserves the right to add similar items/services or delete items/services specified in the resultant contract as requirements change during the period of the contract by contract amendment. The City and the Contractor will mutually agree to prices for items/services to be added to the contract and/or reduction in overall costs for items/services deleted.

13. Safety

All contractors and subcontractors performing services for the City are required to comply with OSHA standards, all other Federal and State guidelines, and other industry accepted safety rules and regulations.

Precaution shall be exercised at all times for the protection of persons (including employees) and property.

The Contractor and all subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.

Contractor(s) shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract. The City has sole right to dismiss contractors and/or subcontractors for non-compliance to the above rules and regulations and/or safety violation. The contractor must rectify all safety concerns prior to continuance of work.

14. Key Personnel/ Project Staff

Any personnel named in the offer details will remain responsible for performance of the described task(s) throughout the period of any contract resulting from the solicitation. No diversion or replacement may be made without advance written notice to the Purchasing Agent and submission of a resume of the proposed replacement for review and approval by the City.

NO substitutions, additions or cancellations, including those of key personnel, are permitted after Contract award without written approval by the City's Purchasing Agent or his/her designee. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the City agrees to a substitution. Requests for substitutions shall be reviewed, including submission of a resume for the proposed replacement, for approval approved by the City at its sole discretion.

The City will, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the City reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the City in a timely manner and at no additional cost to the City. The day-to-day supervision and control of the Contractor's employees shall be the sole responsibility of the Contractor.

Where required, personnel used by the Contractor to perform under the contract shall be licensed and certified as required by the Virginia Board for Contractors. Contractors shall submit evidence of licensing, trades certification and training within five (5) calendar days of the City's request. The City reserves the right to reject any of Contractor's service personnel who, in the City's judgment, are not adequately qualified to perform the work.

15. Communications

At least one on-site worker who has supervision authority must be conversant in the English language. This is necessary because of the need to provide job instructions, ensure compliance with safety regulations and communicate with City staff and/or other contractors on site. The City shall be sole judge of the communication level of the contractor's employees. Failure to have an English-speaking worker on each job is cause to halt work until the situation is remedied. Should this happen, it shall be at no additional cost to the City.

16. Warranties and Guarantees

Contractor warrants to the City that services provided hereunder shall be diligently, efficiently and skillfully performed in a manner which meets or exceeds the highest prevailing standards in the industry, and in accordance with applicable specifications.

Contractor represents and warrants that all products will be new, free from defects in material or workmanship and will conform to, comply, function and perform in accordance with the requirements and specifications, and that Contractor will make all necessary adjustments, repairs and replacements to maintain all goods in such condition during the term of the applicable warranty, in accordance with the terms and conditions hereof. Unless otherwise specified such adjustments, repairs and replacements will be provided at no additional cost to the City during the applicable warranty term. Contractor further warrants that each product furnished under the contract will perform such general and specific operations and have such general and specific characteristics as described and claimed for them in any of Contractor's published literature, descriptions and specifications whether or not such literature, descriptions and specifications are included in or referenced by a Purchase Order or this Agreement.

All warranties shall survive inspection, acceptance and payment.

Contractor's and/or manufacturer's warranty shall cover all parts and factory labor. Any warranty specified by the Contractor shall not act to void longer guarantees given by the manufacturer of the equipment or its components.

The Contractor agrees to: furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the City may reduce the said services at any time; enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence; and render all work and services in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods, and procedures of all government boards, bureaus, offices, and other agents.

The City's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.

All periods of warranty, and periods of manufacturers' product and/or equipment warranties shall commence on the date of Acceptance of the Work and shall extend for a minimum period of one year thereafter

17. Default

In case of failure to deliver products, to meet specifications, in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the City may have.

18. Contract Disputes Resolution

Arbitration shall not be applicable for the resolution of disputes between City and Contractor. Disputes by the Contractor with respect to this Contract shall be decided in the first instance by the City's Purchasing Agent. The Purchasing Agent will, after receipt of a letter from the Contractor addressed to the Purchasing Agent detailing the nature of the dispute, pertinent facts, and the Contractor's desired outcome, reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the Contractor. This decision shall be final and binding unless within twenty (20) days from the date of such decision, the Contractor submits or otherwise furnishes and the Purchasing Agent receives a written appeal addressed to the Purchasing Agent and City Manager. The decision by the City Manager shall be final and binding unless set aside by a Court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision, the Contractor

shall proceed diligently with the performance of the Agreement in accordance with that decision.

Contractual claims, whether for money or other relief, shall be submitted by Contractor in writing no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Any notice or dispute shall be delivered to the City's Purchasing Agent, 300 Park Avenue, 3rd Floor East Wing, Falls Church, VA and shall include a description of the factual basis for the dispute and a statement of the amounts claimed or other relief requested.

A Contractor may not institute legal action until all statutory requirements have been met or prior to receipt of City's decision on the claim.

Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

Any notices to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt. Any notice shall be effective only upon delivery, which for any notice given by facsimile shall mean notice which has been received by the party to whom it is sent as evidenced by confirmation slip from that person.

19. Termination

Subject to the provisions below, the contract may be terminated by the City upon written notice; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the contract may be extended upon written approval of the City until said work or services are completed and accepted.

In every such event in which the City shall terminate the services of the Contractor, the Contractor is obligated and agrees to refund the City any and all monies paid (including advance payments) to it by the City for products not delivered and/or services not rendered by said Contractor as of the date on which Contractor shall receive Notice of Termination.

The City may exercise the City's right of setoff as to any amounts the City may owe the Contractor. The City may require Contractor to transfer title and deliver to the City any or all items produced or procured by Contractor under this contract for performance of the work terminated.

a. Termination for Convenience

The City may cancel and terminate the contract in part or in whole, without penalty for its convenience. Any such termination shall be effected by delivery of a written Notice of Termination to the Contractor at least ten (10) business days prior to the effective date. After receipt of a notice of termination, the Contractor must stop all work and deliveries under the purchase order/contract on the effective date and to extent specified in the notice. However, any termination notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issues prior to the effective date of the termination. A reasonable, equitable adjustment in the contract price shall be made for completed performance, but no amount shall be allowed for anticipated profit on unperformed services.

b. Termination for Cause

The City may terminate the contract at any time, without penalty, by written notice to the Contractor for: (1) cause, default, or negligence ("default") on the part of the Contractor; or (2) if the Contractor should be adjudged bankrupt, or make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of the Contractor's insolvency ("bankruptcy"). In the case of termination for cause, advance

written notice by the City is not required. In addition to any right to terminate, the City may enforce any remedy available at law or in equity in connection with such default or bankruptcy, and the Contractor shall be liable for all damages to the City resulting from Contractor's default or bankruptcy.

In the event any Termination for Cause is found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a Termination for Convenience.

c. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years**

Multiyear contracts may be continued each fiscal year only after funding appropriations and program approval have been granted by the appropriate City authority. If necessary funds are not appropriated or otherwise made available to support continuation of the performance of the contract in a subsequent fiscal year, then the contract shall be canceled on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first, and the Contractor shall be reimbursed for the reasonable value of any documented nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under this agreement. No amount shall be allowed for anticipated profit on unperformed services.

20. Delays/Service Failure

Failure of a Contractor to deliver products or services within the time specified, or within reasonable time as interpreted by the City, or failure to make replacements/corrections of rejected products/services when so requested, immediately or as directed by the City, shall constitute authority for the City to purchase in the open market products/services of comparable grade/quality to replace the services, products rejected, and/or not delivered. Should public necessity demand it, the City reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the City.

If delay is foreseen, Contractor shall give thirty (30) days prior written notice to the designate City Project Manager. The City has the right to extend delivery date if reasons appear, in the sole discretion of the City, to be valid. Contractor must keep the City advised at all times of status of order. Except as otherwise provided in the contract, default in promised delivery or failure to meet specifications, authorizes the City to purchase supplies, equipment, or services elsewhere and charge full increase in cost and handling to defaulting Contractor.

21. Indemnification

The Contractor agrees to indemnify and hold harmless the City of Falls Church, Virginia, its officers, agents, and employees from any liability, claim, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor or any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using department or to failure of the using department to use the materials, goods or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered. The Contractor agrees to protect the City from claims involving infringement of patent or copyrights.

Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless and defend the City as herein provided.

The Contractor shall also save the City, its officers, agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a Contract for which the Contractor is not the patentee, assignee, licensee or City.

The Contractor shall protect the City against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery; furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible and protect the City from loss or damage to City owned property while it is in the custody of the Contractor.

If the Contractor uses any design, device, or materials covered by letters patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device, or materials in any way involved with the work.

27. Correspondence

All communications between the parties relating to material contractual issues shall be through the Purchasing Agent and must be in writing to be deemed binding.

28. Quality

All services shall be performed in a first class workmanlike manner in accordance with current industry standards.

All products provided shall be new, not refurbished, free of material cosmetic defects, latest model, design or pack and in first class condition, including containers suitable for shipments and storage, unless otherwise indicated herein. Products shall meet or exceed industry standards for quality and reliability. Product design and construction must be consistent with current best industry or engineering practices.

All products and services shall meet the then current applicable local, state and federal rules and guidelines.

22. Work Site Damages

Any damage to property, whether owned by the City or others, resulting from work performed under this contract, shall be repaired or replaced to the City's satisfaction at the Contractor's expense. Contractor shall immediately notify City of any such damages.

23. Ownership of Documents, Materials and Products

Ownership of all data, materials, and documentation originated and prepared for the City pursuant to the solicitation shall belong exclusively to the City and be subject to public inspection in accordance with the Virginia Freedom of Information Act. All work under the Contract, compilation of notes, work sheets, and any and all interim and final products and materials shall be the sole property of the City.

Any reports, specifications, drawings, blueprints, negatives or other documents/deliverables obtained or prepared by the Consultant in the performance of its obligations under the Contract shall be the exclusive property of the City of Falls Church, and all such materials shall be returned to the owner upon completion, termination, or cancellation of this Contract. The Consultant shall provide both hard copies and electronic copies of all deliverables produced under this contract, in formats as requested by the City. Consultant shall deliver signed/sealed documents as required by law and as requested by the City. The Consultant shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Consultant work under the Contract without the prior written consent of the City. Documents and materials developed by the Consultant under the Contract shall be the property of the City; however, the Consultant may retain file copies, which may not be used without prior written consent of the Owner.

24. Use Of Information:

Any specifications, drawings, sketches, models, samples, tools, computer or other apparatus programs, technical or business information or data, written, oral, or otherwise (all hereinafter designated "Information") which the City furnished, or shall furnish, to the Contractor under the contract or in contemplation of this agreement, or that Contractor comes in contact with on City

premises or under City control, shall remain City property. All copies of such information in written, graphic or other tangible form, and all information, ideas, discoveries, improvements, derived from or reflecting such information, shall be returned to City at its request, and in any event within thirty (30) days after the expiration or termination of the contract. Unless such information was previously known to Contractor free of any obligation to keep it confidential, or has been or is subsequently made public by City or a third party without breach of any agreement, it shall be kept strictly confidential and shall be used only in performing services under this Agreement, and may not be used for other purposes except upon such terms as may be agreed upon between Contractor and City in writing. Unless approved in writing by the Purchasing Agent, the Contractor may not sell or give to any individual or organization any information, reports, or other materials given to, prepared, or assembled by the Contractor under the final contract.

25. Workmanship, Inspection and Acceptance

Insofar as possible, the Contractor, in carrying out his/her work, must employ such methods or means as will not cause interruption of or interference with the work of any other Contractor, or City personnel at the site.

All work under the resulting contract shall be performed in a skillful and workmanlike manner. The City may, in writing, require the Contractor to remove any employee from work that the City deems incompetent or careless.

The City reserves the right and may, from time to time, conduct any test and/or make inspections of the work performed, being performed or good delivered or being delivered under the contract. Any inspection by the City does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements. The presence of an authorized City representative or agent ("Inspector") shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

If goods or services do not conform to requirements, in addition to all other rights and remedies City may have, the City may reject the goods or services in full or part. Non-conforming goods may be returned or non-conforming services rejected at the City's option for refund, credit or replacement at Contractor's expense. Goods rejected upon receipt remain the property of Contractor. The City's inspection, or lack of inspection, shall not affect any express or implied warranties, nor shall the City waive any rights to return goods which contain latent defects discovered in the testing of the City's products containing such goods. Nothing in this section affects or limits any of the City's rights or remedies available under the contract.

Nothing in the section shall prohibit or restrict the City's right to return goods not accepted by the City within a reasonable period of time without penalty or restocking fees.

If the City has paid Contractor for all or part of the Services that are ultimately rejected or not accepted by the City, or if the City later determines that Contractor's performance of Services was performed in a manner that breached the terms of this Agreement, Contractor shall (in addition to any other remedy available to City) return to City all amounts paid for such Services.

29. Brand Name Or Equivalent Items

Unless otherwise specified herein, the name of a certain brand, make or manufacturer does not restrict Bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the product desired, and any product which the City, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, will be accepted.

30. News Release/Publicity By Contractors

As a matter of policy, the City does not endorse the products or services of a Contractor. News releases or other publicity concerning any resultant contract from this solicitation will not be made by a Contractor without the prior written approval of the City. All proposed news releases will be routed to the Purchasing Agent for review and consideration of approval.

31. Emergency Purchases

If the Contractor is unable to provide the required service for any period of time, except as provided in the Section "General Terms and Conditions", paragraph entitled "FORCE MAJEURE", the Contractor is responsible for providing a backup service, satisfactory to the City, to the City at no additional cost to the City. The City reserves the right to make arrangements for service, under emergency conditions from other sources, should the Contractor be unable to provide the required service within the required time frame. If this occurs, the City further reserves the right to recover all costs from the Contractor.

32. Americans With Disabilities Act Requirements

The City is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all City programs, activities and services. The City government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any City contractual agreement must make the same commitment. Your acceptance of any contract resulting from this solicitation acknowledges your commitment and compliance with ADA.

33. Immigration Reform And Control Act

By entering into a written contract with the City, the Contractor certifies that the Contractor does not, and shall not, during the performance of the Contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

34. Virginia Freedom Of Information Act

All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act.

35. Funding

A contract shall be deemed binding only to the extent of appropriations available for the purchase of goods and services.

36. Assignment

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this contract, without the prior written consent of the City.

If the Contractor desires to assign his/ her right to payment of the contract, Contractor shall notify the City's Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his or her obligations or change the terms of the contract.

37. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations in connection with any action described in this Agreement, if such failure results from any act of God, riot, war, civil unrest, flood, earthquake, acts by the public enemy, or other cause beyond such party's

reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).

38. Record Retention/Audits

The Contractor shall maintain accurate records of all invoices, amounts billable to and payments made by the City, during the performance of the contract and for a period of three (3) years from the completion of this agreement. Such records shall include, but not be limited to: all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including the Contractor's copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; contract amendments, and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the City on demand and without advance notice during the Contractor's normal working hours. City personnel or designee may perform in-progress and post-audits of the Contractor's records.

39. Payments To Subcontractors

Within seven (7) days after receipt of amounts paid by the City for work performed by a subcontractor under this Agreement, the Contractor shall either:

- a. Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under this agreement; or,
- b. Notify the City and subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven-day period except for amounts withheld as allowed in item b. above.

Unless otherwise provided under the terms of this agreement, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include this provision in each of its subcontracts requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the City.

40. Time Of The Essence

Time is of the essence in respect to all provisions of the contract that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this agreement.

Maintaining design schedules is of critical importance to City projects. Design changes or developments that may affect design schedules should be evaluated for time impact at the onset. If delay of over 10 days is foreseen, the Consultant shall give immediate written notice to the City Project Manager. The Consultant must keep the City advised at all times of status of work. Default in scheduled completion (without documented reasons) or failure to meet scope of services, shall authorize the City to purchase services elsewhere and charge full increase in cost to the defaulting Consultant or deduct the costs from any balance owed the Consultant.

41. Reports

The Contractor must submit status reports as requested and appropriate to the tasks and projects that are developed under contract in a form, format and frequency satisfactory to the City.

42. Antitrust

By entering into a contract, the contractor conveys, sells, assigns and transfers to the City all rights, title, and interest in and to all causes of action the Contractor may now have or

hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the goods or services purchased or acquired by the City under said contract.

43. Relationship of the Parties

The Contractor will be legally considered to be acting solely as an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered servants or agents of the City. The City will not be legally responsible for any negligence or other wrongdoing by the Contractor, its servants or agents. The City will not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, social security tax, or any other amounts for benefits to the Contractor. Further, the City will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the City for its employees or officers.

Persons furnished by the respective parties shall not be considered employees of the other party for any purpose. Nothing contained in the solicitation or any resultant contract is intended to give rise to a partnership or joint venture between the parties.

44. Severability

The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

45. Non-Waiver

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the contract agreement, shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

The City's failure at any time to enforce any of the provisions of the contract or any right or remedy available hereunder or at law or equity, or to exercise any option herein provided will in no way be construed to be a waiver of such provisions, rights, remedies or options or in any way to affect the validity of this agreement. The exercise by the Client of any rights, remedies or options provided hereunder or at law or equity shall not preclude or prejudice the exercising thereafter of the same or any other rights, remedies, or options.

46. Non-Exclusive Market Rights

It is expressly understood and agreed that except as otherwise specifically provided, the contract neither grants to Contractor an exclusive privilege to sell or provide to the City any or all goods or services of the type described in the contract which the City may require, nor does it require the purchase of any goods or services from Contractor by the City. Contractor understands and agrees that the City is free to and may contract with other manufacturers and Contractors for the procurement of comparable goods or services.

47. HIPAA Compliance

The Contractor shall comply with all applicable legislative and regulatory requirements of privacy, security and electronic transaction components of the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

48. Confidentiality And Return Of Records

The Contractor agrees that all findings, memoranda, correspondence, documents or records of any type, whether written or oral, and all documents generated by the Contractor or its

subcontractors as a result of the City request for services under this Contract, are confidential records ("Record" or "Records"), and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the City's Project Manager or designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Manager or designee for response. At the City's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the City's request, shall destroy all computer records created as a result of the City's request for services under this Contract.

The Contractor agrees to include the provisions of this section as part of any Contract the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Contract.

No termination of this contract shall have the effect of rescinding, terminating or otherwise invalidating this section.

49. Copyright

The Contractor hereby irrevocably transfers, assigns, sets over and conveys to the City all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor further agrees to execute such documents as the City may request to affect such transfer or assignment.

Further, the Contractor agrees that the rights granted to the City by this paragraph are irrevocable. Notwithstanding anything else in this Contract, the Contractor's remedy in the event of termination of or dispute over the terms of this Contract shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of the Contract is prohibited unless the City approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to work pursuant to this Contract.

50. Data Sources

The City will provide the Contractor with all necessary and available data possessed by the City that relates to the contract. However, the Contractor is responsible for all costs for acquiring other data or processing, analyzing, or evaluating City data.

51. Conflict Of Interest

In the event that a conflict of interest arises with Contractor acting as the City's authorized Contractor on a specific job, the City reserves the right to seek professional services elsewhere on the specific job over which the conflict arose.

52. Provisions Required By Law Deemed Inserted

Each and every provision of laws and clauses required by law to be inserted in a contract resulting from this solicitation shall be deemed to be inserted and incorporated by reference. The contract shall be read and enforced as though the required provisions are included and if through mistake or otherwise, any such provision is not inserted or not correctly inserted, then upon the application of either party, the contract may be amended to make such Insertion.

XXXIII. GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

- A. The general rules and conditions which follow apply to all purchases and become a definite part of each formal solicitation and resulting contract award issued by the City, unless otherwise specified. Bidders or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the Bidder's own risk and relief cannot be secured on the plea of error.
- B. Subject to all state and local laws and all rules, regulations and limitations imposed by legislation of the federal government, bids on all solicitations issued by the City will bind Bidders to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.
- C. If there is a conflict between the terms and conditions in this "General Conditions and Instructions to Bidders" and the Specific Provisions and/or conditions in other attachments to this solicitation, the latter shall take precedence.
- 1. **DEFINITIONS:** The terms defined in this section shall have the meanings set forth below whenever they appear regardless of case (capitalized or not), unless the context in which they are used clearly requires a different meaning or a different definition is described for a particular section or provision:
 - a. **BID:** The offer of a Bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation (Invitation for Bids).
 - b. **BIDDER:** Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Agent and offering to enter into contracts with the City.
 - c. **CONTRACTOR:** Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the City.
 - d. **CITY:** City of Falls Church.
 - e. **DAY:** Unless otherwise specified "day" or "days" shall mean calendar days
 - f. **GOODS/PRODUCTS:** All material, equipment, supplies, printing, and/or automated data processing/information technology hardware and software.
 - g. **INFORMALITY:** A minor defect or variation of a bid from the exact requirements of the invitation for bid which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.
 - h. **INVITATION FOR BIDS (IFB):** A request which is made to prospective suppliers (Bidders) for their quotation on goods or services desired by the City. The issuance of an IFB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.
 - i. **OPEN MARKET PROCUREMENT:** A method of competitive bidding for the purchase or lease of goods, non-professional services or for the purchase of insurance, construction, or construction management when the estimated cost thereof shall be less than \$50,000.
 - j. **PURCHASING AGENT:** The Purchasing Agent/Manager employed by the City of Falls Church
 - k. **SERVICES:** Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.
 - l. **SOLICITATION:** as applicable the IFB or process of notifying prospective Bidders that the City wishes to receive bids on a set of requirements to provide goods or services.
 - m. **STATE:** Commonwealth of Virginia.

CONDITIONS OF SOLICITATION RESPONSE

2. **FORMS:** Unless otherwise specified in the solicitation, all bids shall be submitted on the forms provided, including the Pricing Schedule(s), properly signed in ink in the proper spaces and submitted in a sealed envelope. Should the bid prices and/or any other submissions differ on the copy of the submitted bid, the ORIGINAL copy shall prevail.
3. **PROHIBITION AS SUBCONTRACTORS UNDER COMPETITIVE SEALED BIDDING:** No Bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
4. **ACCEPTANCE OF BIDS - BINDING 90 DAYS:** Unless otherwise specified, all bids submitted shall be binding for ninety (90) calendar days following solicitation opening date, unless extended by mutual consent of all parties.
5. **BIDS FOR ALL OR PART:** Unless otherwise specified in the solicitation, the City reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the City. A Bidder may restrict his/her bid to consideration in the aggregate by so stating but shall name a single unit price on each item bid. Any bid in which the Bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.
6. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications. Should a Bidder find discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, he or she shall notify the Purchasing Agent at least five (5) business days prior to the date set for the opening of bids. If necessary, the Purchasing Agent will send a written addendum for clarification to all Bidders no later than three (3) business days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.
7. **BIDDER INTERESTED IN MORE THAN ONE SOLICITATION:** If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a Bidder is not thereby disqualified from quoting prices to other Bidders or firms submitting a bid directly for the work, materials or supplies.
8. **SUBSTITUTIONS:** No substitutions or cancellations permitted without prior written approval by the Purchasing Agent.
9. **CONDITION OF COMMODITIES:** All items bid shall be new, latest model, design or pack and in first class condition, including containers suitable for shipments and storage, unless otherwise indicated in bid invitation request. Verbal agreements to the contrary will not be recognized.
10. **SAMPLES:** Samples, if required, must be furnished free of expense to the City on or before date specified; if not destroyed in examination, they will be returned to Bidder, if requested, at Bidder's expense. Each sample must be marked with the Bidder's name and address, City's request number and opening date. DO NOT ENCLOSE IN OR ATTACH PROPOSAL TO SAMPLE.
11. **PROHIBITION AGAINST UNIFORM PRICING:** In submitting a solicitation response each Bidder shall, by virtue of submitting a bid, guarantee that he or she has not been a party with other Bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating Bidders. Any disclosure to or acquisition by a competitive Bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor may render the entire proceedings void and may require re-advertising for bids.
12. **PROHIBITION AS SUBCONTRACTORS UNDER COMPETITIVE SEALED BIDDING:** No Bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or

otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

13. **QUALIFICATIONS OF BIDDERS:** The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the services/furnish the goods, and the Bidder shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect the Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The City further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bid fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

BIDDER REMEDIES

14. **APPEAL OF DENIAL OF WITHDRAWAL OF BID:**

- a. A decision denying withdrawal of a bid submitted by a Bidder shall be final and conclusive unless the Bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The Bidder may not institute legal action until all statutory requirements have been met.
- b. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was arbitrary or capricious, the sole relief shall be withdrawal of the bid.

15. **APPEAL OF DETERMINATION OF NONRESPONSIBILITY:**

- a. Any Bidder who, despite being the apparent low Bidder, is determined not to be a responsible Bidder for a particular City contract shall be notified in writing by the Purchasing Agent. Such notice shall state the basis for the determination, which shall be final unless the Bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The Bidder may not institute legal action until all statutory requirements have been met.
- b. If, upon appeal, it is determined that the decision of the City was arbitrary or capricious and the award for the particular City contract in question has not been made, the sole relief available to the Bidder shall be a finding that the Bidder is a responsible Bidder for the City contract in question. Where the award has been made and performance has begun, the City may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

SPECIFICATIONS

16. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the Bidder will be required to furnish articles in conformity with that specification.

The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

17. **FEDERAL SPECIFICATIONS:** Any Federal Specifications referred to herein may be obtained from the GSA Federal Supply Service Bureau - Specification Section, 470 East L'Enfant Plaza, S.W., Suite #8100, Washington, D.C. 20407 (Voice: 1-202-619-8925, Fax: 1-202-619-8978).

SHIPPING/DELIVERY PROVISIONS

18. **SHIPPING:** Unauthorized advance shipments and shipments other than for the quantity ordered are returnable at Contractor's expense. Delivery shall not be deemed complete until the goods have been actually received by City at its facility.

19. **RESPONSIBILITY FOR SUPPLIES TENDERED:** Unless otherwise specified in the solicitation, the Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the City may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.
20. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered: The Purchase Order Number, Name of the Article and Stock Number (Supplier's), Quantity Ordered, Quantity Shipped, Quantity Back Ordered, and Name of the Contractor. Contractors are cautioned that failure to comply with these conditions may be considered sufficient reason for refusal to accept the goods.
21. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the City when not in conflict with the bid. The decision of the City as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the City shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the City, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the City, there shall be added to the time of completion a time equal to the period of such delay caused by the City. However, the contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See Standard or Specific Provisions for the individual solicitation.
22. **POINT OF DESTINATION:** All materials shipped to the City must be shipped F.O.B. DESTINATION, Freight prepaid and allowed unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.
23. **ADDITIONAL CHARGES:** Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.
24. **METHOD AND CONTAINERS:** Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the City unless otherwise specified by Bidder.
25. **REPLACEMENT:** Materials or components that have been rejected by the Purchasing Agent, in accordance with the terms of a contract, shall be replaced by the Contractor at no cost to the City.

GENERAL PROVISIONS

26. **CONTRACT ALTERATIONS:** No alterations in the terms of a contract shall be valid or binding upon the City unless made in writing and signed by the City's authorized representative.
27. **BANKRUPTCY:** If the Contractor should be adjudged bankrupt, or make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of the Contractor's insolvency, then the City may without prejudice to any other right or remedy, terminate the contract Contractor and procure such goods or services from other sources. In such event, the Contractor shall be liable to the City for any additional cost occasioned by such failure or other default. In such cases, the Contractor shall not be entitled to receive any further payment if the expense of finishing the contract requirements, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the contract price, the Contractor shall pay the difference to the City.
28. **SUBCONTRACTING:** If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Business Assistance <http://www.dba.state.va.us/>;

the Virginia Department of Minority Business Enterprise <http://www.dmb.state.va.us>; local chambers of commerce and other business organizations. As part of the contract award, if requested by the City, the prime contractor agrees to provide the names and addresses of each subcontractor that subcontractor's status as defined by the Commonwealth of Virginia as small, minority-owned and/or woman-owned business and the type and dollar value of the subcontracted goods/services provided.

Except as otherwise specified in the solicitation, the Contractor may subcontract third party issues performed under the contract, but must submit a written list of those subcontractors, their addresses, personnel who will be performing the work, and a description of the work to be performed to the City prior to the work actually being done. The City must agree to the third party's work and reserves the right to deny the third party access if necessary.

29. **LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are "Hazardous Substances" as defined by 10.1-1400 of the Code of Virginia (1950), as amended, 42 U.S.C. § 11001 et seq., or 42 U.S.C. § 9601 et seq., then the Bidder, by submitting his bid, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products that the Bidder does not violate any of the prohibitions of Sec. 10.1-1400 et seq., or the Code of Virginia or Title 15 U.S.C. Sec. 1263.
30. **MATERIAL SAFETY DATA SHEETS:** Material Safety Data Sheets (MSDS) and descriptive literature shall be provided with the bid or delivered materials for each chemical and/or compound offered. Failure of the Bidder to submit such data sheets may be cause for declaring the bid as non-responsive.
31. **LEGAL ACTION:** No Bidder, potential Bidder, or subcontractor shall institute any legal action until all statutory requirements have been met.
32. **GUARANTEES & WARRANTIES:** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.
33. **GENERAL GUARANTY:** The Contractor agrees to:
 - a. Save the City, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a Contract for which the Contractor is not the patentee, assignee, licensee or City.
 - b. Protect the City against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
 - c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
 - d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules, and regulations of the City.
 - e. Protect the City from loss or damage to City owned property while it is in the custody of the Contractor.
34. **SERVICE CONTRACT GUARANTY:** The Contractor agrees to:
 - a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the City may reduce the said services at any time.
 - b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
 - c. Render all work and services in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods, and procedures of all government boards, bureaus, offices, and other agents.

- d. Allow services to be inspected or reviewed by an employee of the City at any reasonable time and place selected by the City. The City shall be under no obligation to compensate the Bidder for any services not rendered in strict conformity with the contract.
 - e. Stipulate that the presence of a City inspector shall not lessen the obligation of the Bidder for performance in accordance with the contract requirements, or be deemed a defense on the part of the Bidder for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.
35. COVENANT AGAINST CONTINGENT FEES-The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the City shall have the right to terminate or suspend this contract without liability to the City or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

SMALL, WOMAN AND MINORITY-OWNED BUSINESS (SWAM): The City encourages Small, Woman and Minority-owned business to participate in business opportunities with the City. Where Federal grants or monies are involved it is the policy of City, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization. Contact the Virginia Department of Minority Business Enterprise for more information regarding certification and certified businesses: <http://www.dmbv.virginia.gov/>.

ATTACHMENT A - BID SHEET / PRICE SCHEDULE**NAME OF COMPANY:** _____

INSTRUCTIONS: Please insert unit prices for all items listed and multiply by estimated quantities to obtain Extended Prices. Calculate the sum of all extended prices to obtain Grand Total.

Text, price ranges, multiple entries and/or zeros (\$0) in any price specified line item is unacceptable. All Unit Price boxes must be completed with a dollar figure. Interlineations, text, price ranges and multiple entries on any line item are unacceptable. Any such entries will result in a nonresponsive bid. In the case of zeros (\$0) and lines with blank entries, the City shall interpret this to mean that the product or work being requested is being provided and/or performed free of charge.

All Unit Prices furnished by Bidders on the following Bid Sheets are to include the cost of Products as detailed in that section with graphics, shipping and delivery included.

The quantities, styles, colors, sizes, graphics and brand names used herein are for Bid Evaluation Purposes ONLY.

Estimates are not guarantees and the City reserves the right to change, add, or delete any items, categories, features, or quantities in orders under a resulting contract.

The unit price will govern in the event of a discrepancy between the unit price and the extended price.

Bidders must bid each item within all groups in order to be eligible for an award.

The City may selectively request that certain bidders submit product samples as additional evaluation factors before making an award.

The Bid Group Categories used herein are examples only and not intended to include all types, graphics, sizes, features, colors or other details of products that have been or may be ordered by the City.

If there is a conflict between the description of the product and the sample image, the written description (Brand Name and Product Number) shall take precedence for Bid purposes.

Please type or print legibly all entries

1. Group 1 - Youth Flag Football Jerseys

See image below for graphics on Front and Number on Back

QTY	DESCRIPTION	SIZE/QTY/COLOR	UNIT PRICE	TOTAL PRICE
90 (10 per color)	A. Augusta Youth Red Zone, #9541 or equivalent. Colors: red/white, red/black, orange/white, dk green/white, black/white, white/black, royal/white, navy/white, purple/white.	M – 4/COLOR	\$	\$
		L – 5/COLOR	\$	\$
		XL – 1/COLOR	\$	\$
10 (1 per color)	B. Augusta Blitz Youth, #9531 or equivalent) Color: col blue/black	XS – 5/COLOR	\$	\$
		M – 15/COLOR	\$	\$
		XL – 10/COLOR	\$	\$
100 TOTAL	TOTAL PRICE A+B			\$

A. Brand and PN # Bid: _____

B. Brand and P/N # Bid _____



2. Group 2 Youth Basketball Shirts

See image below for sample graphics on Front

QTY	DESCRIPTION	SIZE/QTY/COLOR	UNIT PRICE	TOTAL PRICE
425 (25 per color)	A. Gildan Ultra Blend Youth, #800B or equivalent <u>Colors:</u> dkheat, carobblue, black, forest, white, red, maroon, orange, kelly, sptgrey, royal, purple, gold, sapphire, daisy, helonica, kelly,	S – 5/COLOR	\$	\$
		M – 15/COLOR	\$	\$
		L – 5/COLOR	\$	\$
75 (25 per color)	B. Gildan Ultra Blend Youth , #5000B or equivalent <u>Colors:</u> sptgrey, cobalt, gold	XS – 5/COLOR	\$	\$
		M – 15/COLOR	\$	\$
		XL – 5/COLOR	\$	\$
500 TOTAL	TOTAL PRICE: A+B			\$

A. Brand and P/N # Bid: _____

B. Brand and P/N # Bid _____



3. Group 3 - Adult Coach Shirts

See image below for sample graphics on Front.

QTY	DESCRIPTION	SIZE/QTY/COLOR	UNIT PRICE	TOTAL PRICE
10	A. Port & Company- Essential T-Shirt #PC61 or equivalent Color: Black	M - 4	\$	\$
		L - 2	\$	\$
		XXL - 2	\$	\$
		XXXL - 2		
15 (1 per color)	B. Gildan 50/50 Adult s/s Tee, #8000 or equivalent <u>Colors:</u> dkheat, carobblue, black, forest, red, maroon, orange, kelly, royal, purple, gold, sapphire, daisy, helonica, kelly	S - 3/color	\$	\$
		M - 3/color	\$	\$
		L - 3/color	\$	\$
		XL - 3/color	\$	\$
		XXXL 3/color	\$	\$
25 TOTAL	TOTAL PRICE A+B			\$

A. Brand and P/N # Bid: _____

B. Brand and P/N # Bid _____



4. Group 4 - Adult Volleyball Shirt

See image below for sample graphics on front.

QTY	DESCRIPTION	SIZE/QTY/COLOR	UNIT PRICE	TOTAL PRICE
10	A Port & Company- Essential T-Shirt #PC61 or equivalent. Color: Violet	S - 1	\$	\$
		M - 6	\$	\$
		L - 2	\$	\$
		XL - 1	\$	\$
10 TOTAL	TOTAL PRICE			\$

A. Brand and P/N # Bid: _____



5. Group 5 - Adult Event Shirt

See image below for sample graphics on front and back

QTY	DESCRIPTION	SIZE/QTY/COLOR	UNIT PRICE	TOTAL PRICE
50	Port & Company- Performance T-Shirt #PC380 or equivalent. <u>Color:</u> Charcoal	S - 5	\$	\$
		M - 15	\$	\$
		L - 15	\$	\$
		XL - 10	\$	\$
		XXXL - 5	\$	\$
50 TOTAL	TOTAL PRICE			\$

A. Brand and P/N # Bid: _____



Bid Prices Summary

Group #	Total Bid for Each Group (from Group Bid Sheets)
Group 1 - Youth Flag Football Jerseys	\$
Group 2 - Youth Basketball Shirts	\$
Group 3 - Adult Coach Shirts	\$
Group 4 - Adult Volleyball Shirts	\$
Group 5 - Adult Event Shirts	\$
Grand Total (Sum of all Groups)	\$

GENERAL - Provide the following information:

1. Set up charge/art rendering fee for initial design orders or changes(if applicable): \$_____

Interval for initial design services: _____calendar days ARO

Interval for design modification services: _____calendar days ARO

Other Details: _____

2. Any Other charges: \$_____:

Detail_____

3. Delivery Interval ARO/200 items or more: _____calendar days.

Delivery Interval ARO/1199 items or less: _____calendar days

Charge, if any, for expedited orders _____

4. Indicate any volume discounts/price break points per/order: _____

5. Provide the link(s) to your Website/Online Catalogue: _____

6. Can you provide regular periodic detailed reports of products ordered (brand names, p/n, sizes, colors, quantities, dates)? _____YES _____No

If YES, explain: _____

By signing this Bid, Bidder certifies, acknowledges, understands, and agrees to be bound by the pricing as submitted, as well as all terms, conditions and provisions set forth in this solicitation, including all Attachments.

Authorized Signature _____ Date: _____

Printed Name and Title: _____

Printed Name of Company: _____

ATTACHMENT B - COMPANY INFORMATION

1. Name of Business: _____

Other Business Names (including dba(s), T/As), etc.) used during past ten (10) years, if applicable:

2. Type of Business: ☐ Proprietorship ☐ Partnership ☐ Corporation ☐ Other: _____
(Specify)

3. Name/Title of Owner or Chief Executive Officer: _____

4. Is the firm a federal DBE and/or Virginia SWaM firm? ☐ NO ☐ YES # _____

5. Key contact person for Bid Questions and/or Contract Administration:

Printed Name: _____ Phone: _____

Email address: _____

6. How many years has the firm been in the business of providing the services required by this IFB? _____

7. How many persons does the firm currently employ? _____

8. Address of local office/shop from which work will be provided: _____

9. Is all the equipment and personnel expertise necessary to efficiently and effectively perform the services under this IFB operative and presently in the firm's inventory and organization?

☐ YES ☐ NO. If NO, explain. _____

10. Subcontractors to be utilized if contract is awarded under this IFB.

Please note that Contractor will be required to submit copies of Subcontractor licensing as applicable and obtain City approval of specific Subcontractors prior to use on this project.

Subcontractor's Name	Types of Work To Be Performed	% Of Total Work To Be Performed

11. Is the firm currently removed from a vendor's list or debarred from conducting business or submitting bids on contracts by any Commonwealth of Virginia agency or local government, or agency of the Federal government See Section entitled "Debarment Status"? ☐ YES ☐ NO

If yes, explain and provide information regarding the debarment and the local or federal government or agency contact information (name, title, telephone number and email address).

NAME OF COMPANY: _____

ATTACHMENT C - COMPANY REFERENCES & CURRENT PROJECTS**NAME OF COMPANY:** _____

Submit at least three (3) references (other than the City) for contracts/projects similar in scope to this requirement. References should be for current work or projects completed within the last three (3) years. The City may be included in addition to the three (3) references requested.

The Firms below may also be used on the next page (Recent/Current Contracts)

Please Type or print legibly.

1. Firm Name: _____

Contact Name & Title: _____

Email Address: _____

Phone number: _____

2. Firm Name: _____

Contact Name & Title: _____

Email Address: _____

Phone number: _____

3. Firm Name: _____

Contact Name & Title: _____

Email Address: _____

Phone number: _____

You may add other references and/or examples of experience

CURRENT/RECENT CONTRACTS

List at least three (3) contracts (current or within the past five (5) years) to provide products similar to those described herein. Governmental jurisdictions preferred but not necessary.

Contract Owner/Jurisdiction (Include City/State)	Contact Information (Name, title, email and phone)	Estimated Annual Contract \$ Value	Term of Contract (years)	Expiration Date

ATTACHMENT D - PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VA**VIRGINIA STATE CORPORATION COMMISSION (SCC)
REGISTRATION INFORMATION****This Form Must Be Returned With Bid/Proposal**

Pursuant to Virginia Code §2.2-4311.2, a bidder/offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid/proposal the identification number issued to it by the State Corporation Commission ("VA SCC"). Any bidder/offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the Bidder/Offeror is not required to be so authorized.

Any bidder/offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or designee. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov/default.aspx>. **Email:** sccinfo@scc.virginia.gov

If this bid/proposal for goods or services is accepted by the City of Falls Church, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please check the appropriate line below and provide the requested information:

The bidder/offeror:

☐ is a corporation or other business entity with the following SCC identification number:

-OR-

This IS NOT the same as a Tax ID Number ("TIN")

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids/proposals: ☐

The City reserves the right to determine in its sole discretion whether to allow such waiver.

NAME OF COMPANY _____

ATTACHMENT E – Bid Submission Checklist

**CITY OF FALLS CHURCH
 BID SUBMISSION CHECKLIST
 IFB # 0715-16-TSJ
 Title: SPORT SHIRTS AND JERSEYS**

Bidders may utilize this Checklist to make certain Bid Packages are complete:☐ **Cover Sheet - Completed & Signed**

First Page of the IFB, completed and signed in ink by person authorized to bind the company. If the Bid contains proprietary or confidential information, check "Yes" box.

☐ **Any IFB Addenda (each one dated & signed)**

Check the City website to make certain you have downloaded all Addenda for this IFB.

www.fallschurchva.gov/Bids

☐ **Bid Sheet - Attachment A**

- *(Completed properly, numbers and math double-checked, dated and signed by authorized person.)*

☐ **Attachment B - Company Information**☐ **Attachment C - Company References & Recent/Current Contracts**☐ **Attachment D - Proof of Authority to Transact Business in Virginia** (dated & signed)☐ **One (1) original and one (1) copy of the Bid Package** (all of the documents listed above)

Do NOT include the entire City IFB document.

☐ **Envelope**

- Opaque Envelope, Sealed
- Labeled with
 - Company Name
 - IFB Number and IFB Title
 - IFB Due Date & Time
 - Delivered to City Purchasing Office prior to Due Date & Time